

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

77-1160

In The

United States Court of Appeals

For The Second Circuit

B
P/S

UNITED STATES OF AMERICA,

Appellee,

-against-

WILLIAM M. RUFFIN,

Defendant:-Appellant.

*On Appeal from a Judgment of Conviction of the United States
District Court for the Eastern District of New York.*

EXHIBIT VOLUME

Volume I, pp. E1 - E300

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E1

STANDARD FORM OF OFFICE LEASE

Amendment of Lease, made as of this 15th day of October 1938, between

William M. Ruffin, residing at 21 Irving Place, Brooklyn, N.Y., 11233.

party of the first part, hereinafter referred to as LANDLORD, and *Community Corporation*
BEDFORD-STUYVESANT YOUTH IN ACTION, INC., having its principal offices at

party of the second part, hereinafter referred to as **TENANT,**

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord

entire ¹⁴⁰¹⁻¹⁴⁰⁸ ^{179.} ~~1412~~ Bedford Avenue,
in the building known as ¹⁴⁰¹⁻¹⁴⁰⁸ ^{179.} ~~1412~~ Bedford Avenue,
in the Borough of ¹⁴⁰¹⁻¹⁴⁰⁸ ^{179.} ~~1412~~ Brooklyn, City of New York, for the term of **one (1) year**

1st day of ~~October~~ March (or until such term shall sooner cease and expire as hereinafter provided) to commence on the 1st day of ~~October~~ March nineteen hundred and ~~eighty~~ eighty and to end on the 31st day of ~~October~~ February nineteen hundred and ~~eighty~~ eighty seven both dates inclusive, at an annual rental rate of ~~Twenty Five Thousand Four Hundred~~ Twenty Five Thousand Four Hundred (\$25,400.00) Dollars.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all taxes and dues, public and private, at the time of payment, in equal ~~monthly~~ installments in advance on the first day of each ~~month~~ during said term, at the office of Landlord or such ~~other place~~ place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first ~~monthly~~ quarterly installment(s) on the execution hereof (unless this lease be a renewal). ~~Tenant shall be in default in the payment of rent to Landlord pursuant to~~

except that Tenant shall pay the first 40 ~~100~~ installment(s) on the execution hereof unless this lease be a renewal.

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearage to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

Whereas, hereafter, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

and assigns, hereby covenant as follows:

and designs, hereby covenants and agrees that he shall

Rent 1. Tenant shall pay the rent as above and as hereafter provided.

Occupancy 2. Tenant shall use and occupy premises for **conduct of a school, in connection with the operation of said school.**

and for no other purpose.

3. Tenant shall make no alterations, decorations, installations, additions or improvements in or to the demised premises, including, but not limited to, a water cooler, an air conditioning or cooling system, a hot or cold water apparatus of like or other nature, window blinds, window drapes, and then only by contractors or mechanic approved by Landlord. All such work, alterations, decorations, installations, additions or improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate. All alterations, decorations, installations, additions or improvements upon demised premises, made by contractor, party, including all painting, decorations, partitions, hangings, curtains, floors, ceilings and the like, shall, if not in conformity with the mechanical, electrical and the like, shall, if not in conformity with the provisions of Article 27, not less than thirty (30) days prior to the expiration or other termination of this lease of demised premises, be removed and the property of the demised premises, in and about and connected with, said premises, be left in the state at the date of removal, with the exception of the removal of the Landlord's alterations, decorations, installations, additions or improvements made by Tenant upon the demised premises as the Landlord shall consent to remove during the term of a Tenant's oral lease to premises to the original condition at its own cost and expense, and prior to the expiration of the term. As a condition precedent to Landlord's consent to the making by Tenant of alterations, decorations, installations, additions or improvements to the demised premises, Tenant agrees to obtain, and deliver to Landlord, within a reasonable time, a written agreement, in which the demised premises are leased for all work labor and services to be performed, and materials to be furnished by them in connection with such work signed by all a contractor, journeymen, mechanical men and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanics lien is filed against the demised premises, or the building of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, it shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law.

a part, and fixtures and property therein, and shall not do, or permit to be done, any act or thing upon said premises which shall or might subject Landlord to any liability or responsibility for injury to any person or portions or to property by reason of any business or operation being carried on upon said premises or by any other persons; and Tenant at its sole expense shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or of any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or being or being kept on said premises, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction, and then only in such quantity and manner of storage as not to increase the rate for fire insurance applicable to the building, or to the premises in a manner which shall increase the rate of fire insurance on the building of which demised premises form a part, or on a property located therein; and that in effect prior to the date of, and by reason of failure of Tenant to comply with the provisions of this paragraph including, but not limited to, the new use to which Tenant puts the premises, the fire insurance rate then in the beginning of this lease or at any time thereafter is higher than it otherwise would be, then Tenant shall reimburse Landlord, an additional rent hereon in, for that part of all fire insurance premiums to be paid by Landlord, which shall have been charged because of such failure of use by Tenant, and shall make such reimbursement upon the first day of the month following such policy by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule of "more up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or of other by making fire insurance rates for said premises, shall be conclusive evidence of the facts herein stated and if the several items and changes in the fire insurance rate then applicable to said premises, Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any acts of cooking or other processes, or any unusual or other objectionable acts to permeate from the demised premises. That the premises are being used for the purpose set forth in Article 2 hereof, shall not relieve Tenant from the foregoing duties, obligations and expenses.

[illegible]

Subordination. This clause shall subject and subordinate to all ground or underlying liens and to all mortgages which may now or hereafter affect such land or the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute personally any certificate that it/they may require. Tenant hereby constitutes and appoints Landlord the Tenant's true and lawful agent to execute any such certificate or certificates for and on behalf of Tenant.

Property—
Loss, Damage,
Reimbursement
The carrier shall not be liable for any loss or damage to property of others entrusted to the carrier, or for the liability, not for the loss or damage to any property of others by theft or otherwise, resulting from the use of the carrier's equipment.

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

and assigns, hereby covenant as follows:

Real Occupancy

2. Tenant shall use and occupy demised premises for
with YOUNG WOMEN'S[®] PROGRAM.

conduct of a school, in connection

and for no other purpose.

Alterations.
Etc.

conditioning or cooling system, unit or part thereof or other apparatus of like or other nature, without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work, alterations, decorations, installations, additions or improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate. All alterations, decorations, installations, additions or improvements upon demised premises, made by either party, including all paneling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 27 not less than thirty (30) days prior to the expiration or other termination of this lease or any renewal or extension thereof) become the property of Landlord, and shall remain upon, and be surrendered with, said premises, as a part thereof, at the end of the term or renewal term, as the case may be. In the event the Landlord shall elect otherwise (i.e., such election as to removal, alterations, decorations, additions or improvements), the Tenant, upon the expiration of the term, shall be responsible for the removal of the demised premises as so directed by Landlord, and shall be bound by the Tenant or a Tenant shall, prior to the expiration of the term, as a condition precedent to Landlord's consent to the making by Tenant of alterations, decorations, installations, additions or improvements to the demised premises, Tenant execute and obtain, and deliver to Landlord, written, and unconditional waivers of mechanics liens upon the property in which the demised premises are located, for all work, labor, and services to be performed and materials to be furnished by them in connection with such work, signed by all contractors, subcontractors, material men and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, the building, the same shall be deemed to have been furnished to Tenant, it shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law.

Repairs— Floor Load

Rent— 4. Tenant shall take good care of the demised premises
and the fixtures and appurtenances therein and of its sole
Rider Load cost and expense make all repairs thereto as and when
needed to preserve them in good working order and condition. All damage
or injury to the demised premises and to its fixtures, appurtenances and
equipment or to the building of which the same form a part or to its fixtures,
appurtenances and equipment caused by Tenant moving property in or out
of the building or by installation or removal of furniture, fixtures or other
property, or resulting from air-conditioning unit or system, short circuits,
flow or leakage of water, steam, illuminating gas, sewer gas, sewerage
or gases, or by frost or by bursting or leaking of pipes or plumbing works
or, or from any other cause of any other kind or nature whatsoever
due to carelessness, omission, neglect, improper conduct or other cause
of Tenant, its servants, employees, agents, visitors or licensees shall be
repaired, restored or replaced promptly by Tenant at its sole cost and ex-
pense to the satisfaction of Landlord. All deferred repairs, restorations and
replacements shall be in quality and workmanship equal to original work or
installations if Tenant fails to effect such repairs, restorations and replacements.
The amount of the monthly rent of each of Tenants' demised premises, less
any additional rent or otherwise and shall be paid by Tenant within five (5) days
after rendition of a bill or statement therefor. Tenant shall not place a load
upon any floor of the demised premises exceeding the floor load per square
foot area which such floor was designed to carry and which is allowed
by law. Landlord reserves the right to prescribe the weight and number of
all sales which must be placed so as to distribute the weight. Furnaces,
machines and mechanical equipment shall be placed and maintained by
Tenant at Tenant's expense in settings sufficient in Landlord's judgment to
distribute and prevent vibration, noise and annoyance. Except as provided in
Article 9 hereof, there shall be no allowance to Tenant for a diminution of
rental value and no liability in the part of Landlord by reason of vibra-
tion, annoyance or injury to business arising from Landlord, Tenant or
others making any repairs, alterations, additions or improvements in or to
any portion of the building or demised premises, or in or to fixtures, ap-
purtenances, or equipment thereof and no liability upon Landlord for damage
to fixtures or others to make any repairs, alterations, additions or improve-
ments in or to any portion of the building or of demised premises, or in or
to fixtures, appurtenances or equipment thereof and no liability in or to
Landlord for damage to fixtures or others to make any repairs, alterations, addi-
tions or improvements in or to any portion of the building or of demised pre-
mises or of income interest therein or to fixtures, appurtenances or equip-
ment thereof. The cost of any repairs, alterations, additions or improve-
ments shall be borne and paid by Tenant and shall of Tenant's expense except
as hereinbefore provided from time to time to the satisfaction of Landlord
and shall include such examinations and such examinations company or
companies as shall be approved by Landlord. The water and waste of
plumbing and other plumbing fixtures shall not be used for any purpose other than
that for which they were designed or constructed, and no saw-pumps,
wash, rock acids or other substances shall be deposited therein.

Window
Planning

Window
cleaning 5. Tenant will not clean, nor require, permit, suffer or
allow any window in the demised premises to be cleaned,
from the outside in violation of Section 202 of the Labor
Law or of the rules of the Board of Standards and Appeals, or of any
other board or body having or asserting jurisdiction.

Requirements

6. Term of its existence shall comply with all laws, ordinances and regulations of the Federal, State of Maryland and local authorities, and shall comply with the following:

a part, and fixtures and personal property therein, and shall not do, or permit to be done, any act or thing upon said premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said premises or for any other reason; and Tenant at its sole expense shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep any-

Fire
Insurance

Fire Insurance Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction and then only in such quantity and manner as a tenant is not to increase the rate for fire insurance applicable to the building, or use the premises in a manner which shall increase the rate of fire insurance on the building of which demised premises form a part, or on property located therein, over that in effect prior to this lease. If by reason of failure of Tenant to comply with the provisions of this paragraph including, but not limited to, the mere use to which Tenant puts the premises, the fire insurance rate shall at the beginning of this lease or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as an additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure or use by Tenant, and shall make such reimbursement upon the first day of the month following such cause by Landlord. In any action or proceeding wherein Landlord or its insurer is entitled to a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or any other body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not bring or permit to be brought or kept in or on the demised premises any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate from the demised premises. That the premises are being used for the purpose set forth in Article 2 hereof, shall not relieve Tenant from the foregoing duties, obligation and expenses.

Subordination 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate of Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

Property—

Property. B. Landlord or its agents shall not be liable for any damage, loss, damage, or reimbursement to property of Tenant or of others entrusted to employees of the building, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said building or from the pipes, appliances or plumbing works or from the road, street or substructure, or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in said building or caused by criminal acts or accidents of a violent or destructive public or private nature. Landlord shall not be liable for any latent defect in the demised premises or in the building of which they form a part. If at any time any windows of the demised premises are temporarily or permanently closed, boarded or bricked up for any reason whatsoever including, but not limited to, Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain there-by and Tenant shall not be entitled to any compensation therefor. Not abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall reimburse and compensate Landlord as additional rent within five (5) days after rendition of a statement for all expenditures made by or damages or fines sustained or incurred by Landlord due to non-performance or non-compliance of Tenant or failure of Tenant to give any covenant or agreement of this lease. If Tenant's part to be performed is not performed, and if said work, Tenant shall give immediate notice to Landlord in case of fire or accidents in the demised premises or in the building or of defects therein or in any fixtures or equipment. Tenant shall not move any safe, heavy machinery, heavy equipment, height, bulky matter, or fixtures into or out of the building without Landlord's prior written consent. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees to employ only persons holding a Master Firemen's license to do said work, and that all work in connection therewith shall comply with the Administrative Code of the City of New York. Notwithstanding any contract of Landlord, Tenant shall indemnify Landlord for and hold Landlord harmless and defend its claims for damages or expenses incurred by Landlord or its agents or employees in and for all expenses and attorneys fees incurred by Landlord or its agents in the past, and all costs incurred in pursuing any damages to the building or equipment or a

Destruction Fire or Other Cause

9. If the demand for goods shall be partially demanded by two or other persons with at least one subject of foreign birth, the demand shall be made by separate visits or by a single visit, if the demand is made by one and at the very same time.

Failure to Give Possession

23. If Landlord shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make the premises ready for occupancy or by reason of the fact that a certificate of occupancy has not been procured or for any other reason, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possession on the date of commencement of the term shall in any wise affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any way to extend the term of this lease. If the building in which the demised premises are located is not in course of construction, and Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the holding over or retention of possession of any tenant, tenants or occupants or for any other reason, or if repairs, improvements or decorations of the demised premises or of the building of which said premises form a part, are not completed, no abatement or diminution of the rent to be paid hereunder shall be allowed to Tenant nor shall the validity of the lease be impaired under such circumstances. If permission is given to Tenant to enter into the possession of the demised premises prior to the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. In either case rent shall commence on the date specified in this lease.

No Waiver

24. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies, and/or an agreement for the renewal hereof at the expiration of the term first above mentioned, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of such first mentioned term shall not be considered an extension, renewal or a vested right in Tenant to such further term, so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term hereby granted, such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension previously entered into between said Landlord and Tenant or the right of Tenant to any such renewal or extension; any right herein retained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No act or thing done by Landlord or Landlord's agents during the term hereby granted shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the lease or a surrender of the premises. In the event of Tenant at any time desiring to have Landlord submit the premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease, and Tenant hereby releases Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such submission. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease, or any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth or hereafter adopted, against Tenant and/or any other tenant in the building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

Waiver of Trial by Jury

25. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and tenant, Tenant's use of occupancy of said premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform

26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any outside cause whatsoever including, but not limited to, governmental requisition in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices

27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or served if, in writing, delivered to Tenant personally or sent by registered mail addressed to Tenant at the building of which the demised premises form a part or at the last known address of a co-tenant or business address of Tenant, or left at any of the above mentioned places to be delivered to Tenant, and the receipt of the said bill, statement, notice or communication shall be deemed to be the receipt of the same by Tenant.

Elevators.

28. As long as Tenant is not in default under any of the covenants of this lease Landlord shall provide and maintain satisfactory elevator facilities on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. and have an elevator subject to call at all other times; (b) furnish heat to the demised premises when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m.; (c) if Landlord's expense cause the demised premises to be kept clean provided the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Landlord and no one other than persons approved by Landlord shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Landlord to Tenant at such time as Landlord may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and to be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Landlord. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Landlord, are necessary for the proper operation of the building. Landlord reserves the right to stop service of the heating, elevator, plumbing and electric systems, when necessary, by reason of accident, or emergency, or for repairs, alterations, replacements or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed. And Landlord shall have no responsibility or liability for failure to supply heat, elevator, plumbing and electric service, during said period or when prevented from so doing by strikes, accidents or by any cause beyond Landlord's control, or by laws, order or regulations of any Federal, State or Municipal Authority or failure of coal, oil or other suitable fuel supply, or inability by exercise of reasonable diligence to obtain coal, oil or other suitable fuel. If the building of which the demised premises are a part supplies manually operated elevator service Landlord may proceed with alterations necessary to substitute automatic control elevator service upon ten (10) day written notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that the same shall be done with the minimum amount of inconvenience to Tenant, and Landlord pursues with due diligence the completion of the alterations.

Security

29. Tenant has deposited with Landlord the sum of \$ _____ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to any damages or liability in the relating of the premises, whether such damages or liability accrued before or after summary proceedings or other entry by Landlord. In the event that Tenant shall fully and voluntarily comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed by the end of the lease and after delivery of entire possession of the demised premises to Landlord. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Landlord solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions

30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions

31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, business, or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Landlord" as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building for the owner of a lease of the building or of the land and building of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and released of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors or assigns of Landlord and the purchaser, at any such sale, or the said lessor of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 23 hereof), Sundays and all days observed by the State or Federal Government as legal holidays.

32. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

Adjacent Excavation—Shoring

33. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall attend to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as such person shall deem necessary to preserve the wall of the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

Rules and Regulations

34. Tenant and Tenant's servants, employees, agents, visitors and invitees shall observe faithfully and comply with all rules and regulations of Landlord and shall be bound by the same.

ADDITIONAL ARTICLES NOT PROVIDED IN STANDARD FORM OF LEASE OF OFFICE, BUT FORMING A PART HEREOF

Rules and Regulations 35. Tenant and Tenant's servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and each other and further reasonable Rules and Regulations as Landlord may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case the Rules and Regulations are unreasonable, the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation to the Chairman of the Board of Directors of the Management Division of The City of New York, or to such impartial person or persons as may be designated by the Board of Directors of The City of New York. The determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice in writing upon Landlord within ten (10) days after the adoption of any such additional Rule or Regulation. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or to alter, amend or conditions in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Landlord:

Witness for Tenant:

William M. Ruff

CORP.
SEAL

(L. S.)

(L. S.)

John V. Ward Jr.
Secretary of Board of Dir.

CORP.
SEAL

ACKNOWLEDGMENTS

CORPORATE LANDLORD
STATE OF NEW YORK.
County of New York.

On this _____ day of _____, 19____, before me
personally came _____
to me known, who being by me duly sworn, did depose and say that he resides
in _____;
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument, as
LAWYER OF; that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation, and that he signed his name thereto by

INDIVIDUAL LANDLORD
STATE OF NEW YORK,) ss.
County of New York,)

On this _____ day of _____, 19____, before me
personally can _____ known to me to be the individual described in and who as
so me know _____ executed the foregoing instrument and acknowledged to me that
LANDLORD _____ he executed the same.

CORPORATE TENANT
STATE OF NEW YORK.
County of New York.

[illegible]

INDIVIDUAL TENANT
STATE OF NEW YORK,) ss.
County of New York,)

On this day of , 19 , before me
personally came
to me known and known to me to be the individual described in and who, as
TENANT, executed the foregoing instrument and acknowledged to me that
he executed the same.

GUARANTEE

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within lease with Tenant, the undersigned guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the covenants, conditions and agreements herein contained by Tenant, and to be observed by Tenant and its successors and assigns, as if they were the undersigned, without requiring any notice of nonpayment, nonperformance or nonobservance, or penal or other demand, whereby to cause the same to be performed, therefor, all of which the undersigned hereby agrees to do, and expressly covenants and agrees that the within agreement and the obligations of the parties hereunder shall in no wise be terminated, affected or impaired by reason of the

Dated, New York City.....19.....

WITNESS:

STATE OF NEW YORK,)
County of New York,) ss:

On this day of , 19 , before me personally came to me known and known to me to be the individual described as and who

[illegible]

..... (L. 8)

Residence

Business Address

Firm Name

executed the foregoing Contract and acknowledged to me that he executed the same.

Notes

RULES AND REGULATIONS

[illegible][illegible]

ADDITIONAL CLAUSES attached to and forming a part of lease dated October 15, 1968 between WILLIAM M. RUFEN, as Landlord, and BEDFORD-STUYVESANT YOUTH IN ACTION, INC., as Tenant.

B9

44. It is agreed and understood that the tenant or its agent will make substantial alterations and renovations to the demised premises.

(a) The tenant may employ a general contractor who will have prepared specifications required for the alterations and renovations and will submit the completed specifications to the landlord for the landlord's approval and for the tenant's approval, including the reasonableness of the cost thereof. Said general contractor shall have workmen's compensation and public liability insurance naming both landlord and tenant in the amount of \$100,000.00/\$300,000.00 and \$10,000.00 property damage.

(b) The general contractor will perform the work pursuant to the specifications as approved by the landlord and the tenant. It is further agreed and understood that all work will be performed pursuant to rules and regulations of governing City, State, Federal bodies having jurisdiction thereof and that tenant's agent (general contractor) will pay all filing fees that may be required by the governing jurisdiction and obtain the Certificate of Occupancy for the premises demised herein.

(c) It is further agreed and understood that the landlord's sole obligation with respect to the work to be performed by the tenant shall be to pay to the tenant one-half of the cost of said alterations up to a maximum amount not to exceed Thirty-Thousand Five-Hundred (\$35,000.00) Dollars as the landlord's one-half share. Said payment to be made by the landlord upon the completion of the alterations described herein and upon substantiation by the tenant to the landlord's satisfaction of the cost of the alterations for the completed operational premises and upon the tenant taking possession of the demised premises.

45. It is agreed and understood that the tenant has an option to extend this lease, terms, conditions and covenants herein for an additional year's period except that the rent for the one year option period shall be at the rate of Thirty Thousand (\$30,000.00) Dollars per annum payable quarterly.

46. TENANT'S INSTALLATIONS: Notwithstanding anything heretofore contained to the contrary, provided the tenant complies with all of the laws, orders, rules and regulations of the Governmental Authorities having jurisdiction thereof and the Local Board of Five Underwriters, or any other similar body, and provided tenant is not in default under any of the terms, covenants and conditions of the within lease, the tenant shall have the right, at its own cost and expense, to install such machinery, equipment and fixtures as may be required for the proper conduct of the tenant's business, except that landlord's prior consent shall be required for any installations requiring structural alteration or changes to the demised premises. Subject to the provisions of this paragraph, title to any and all machinery, equipment and fixtures installed by the tenant, however same may be affixed

ADDITIONAL CLAUSES attached to and forming a part of lease dated October 15, 1960 between WILLIAM H. RUTVIN, as Landlord, and BEDFORD-STUYVESANT YOUTH IN ACTION, INC., As Tenant.

E10

46. (continued) to the realty, shall remain personally notwithstanding the fact that it may be affixed or attached to the realty, and shall, during the term of this lease or personal term, if any, belong to and be removable by the tenant, provided that (a) tenant shall remove said installations prior to the expiration of the term or sooner termination thereof; and (b) tenant shall repair any damage caused by said removal and shall deliver the demised premises to the landlord in the same condition as upon the date renovations are completed, reasonable wear and tear excepted. The aforementioned tenant's property remaining within the demised premises after the expiration or sooner termination of this lease, shall, at the landlord's option, become the property of landlord, free of any claim by the tenant or any person claiming through tenant, or, shall, at landlord's option, be removed and disposed of by landlord, at tenant's cost and expense, without further notice to or demand upon tenant. If library, fixtures, contents or equipment of any, located and installed by tenant, the cost of which has been reimbursed by landlord, shall become the property of landlord upon payment and shall not be removed by the tenant. (See Paragraph 47) It is understood and agreed that work done pursuant to Paragraph 46 is the property of the landlord.

47. **INDISCRIMINATE LIABILITY INSURANCE:** Tenant covenants and agrees to indemnify and save landlord harmless from and against any and all claims arising during the term of this lease for damage or injury to goods, wares, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises or on the sidewalks adjoining the demised premises, except such claims as may be the result of the negligence of landlord, its agents, employees or contractors, or the failure of landlord to perform any of its obligations under this lease.

Tenant covenants to provide, if obtainable on the open market, as or before the commencement date of the term hereof and to keep in force during the term hereof for the benefit of landlord and tenants a comprehensive policy of liability insurance protecting landlord and tenant against any liability whatsoever, caused or occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy is to be retained by good and solvent insurance companies authorized to do business in the state of New York and shall be in the amount of at least \$100,000.00 Dollars in respect to any one accident and in the sum of Twenty-Five Thousand (\$25,000) Dollars in respect to property damages. Such insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any. Tenant agrees to deliver to landlord either a duplicate copy of the aforementioned policy or a certificate evidencing such insurance provided said certificate contains an endorsement that such insurance may not be cancelled except upon ten (10) days notice to landlord together with evidence of payment for the policy. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling landlord to exercise any or all of the remedies as provided in this lease in the event of tenant's default.

ADDITIONAL CLAUSES attached to and forming a part of lease dated October 15, 1938 between WILLIAM M. RUTEN, as landlord, and BEDFORD-STUYVESANT YOUTH IN ACTION, INC., AS Tenant.

E11

36. It is understood and agreed that the tenant at its own cost and expense shall provide a fire insurance policy with extended coverage in the amount of One Hundred thousand (\$100,000.00) Dollars and shall have the landlord endorsed thereon as a co-insured and payee together with any mortgage or mortgages of the premises as may be requested to be endorsed thereon by the landlord.

37. The premises are to be kept clean by and at the expense of the tenant and refuse and rubbish shall be removed by and at the expense of the tenant.

38. It is agreed and understood by and between landlord and tenant that the tenant has and shall have the lease premises and hereditaments to the possession as same in the "Acts" condition. That the landlord has no representations as to the suitability of the premises for the intended use of the tenant and that the landlord has no obligation to make any repairs, alterations, changes to the premises prior to the tenant taking possession.

39. Notwithstanding anything to the contrary herein, it is agreed and understood the tenant shall take good care of the leased premises and shall at the tenant's own cost and expense make there repairs to the said premises both interior and exterior, including but not limited to the plumbing, heating, painting, floors, roof, doors, windows, sidewalks, etc.

40. Tenant shall be responsible for the glass in the said premises and shall keep the same insured at his own cost and expense, if possible.

41. NO BROKER: The tenant represents that it had no conversation or negotiations with any broker concerning the renting of the leased premises, and that neither the instrumental in effecting the execution of this lease, and the tenant agrees to indemnify and hold the landlord harmless for any and all claims for brokerage commissions.

42. It is agreed and understood that the tenant shall pay for all utilities consumed by him in the leased premises such as electricity, gas, fuel for heating and hot water. And the tenant is to maintain his own heating equipment, including but not limited to all plumbing fixtures, air conditioned equipment, electrical equipment and all other equipment on the leased premises.

43. Both landlord and tenant agree that tenant has represented to the landlord that the Building Authority for the Bedford-Stuyvesant Youth in Action, Inc. has approved the lease for the within lease and that the landlord has relied upon the said representation in the execution of the within lease.

Form **1120****U.S. Corporation Income Tax Return**

For calendar year 1969 or other taxable year beginning

1969Department of the Treasury
Internal Revenue Service1969, ending 19
(PLEASE TYPE OR PRINT)

Check if:

A Consolidated return ☐B Personal Holding Co. ☐

C Business Code No. (see page 7 of instructions)

Name
RUGORE ASSOCIATES, INCNumber and street
c/o W.M. RUFFIN 71 FIRST AVECity or town, State, and ZIP code
N.Y. N.Y. 10003

D Employer Identification No.

13-4151069

E County in which located

NEW YORK

F Enter total assets from line 14, column (D), Schedule L (See instruction D)

\$37000.**IMPORTANT**—Fill in all applicable lines and schedules. If the lines on the schedules are not sufficient, see instruction N.

GROSS INCOME

- 1 Gross receipts or gross sales Less: Returns and allowances **NONE**
- 2 Less: Cost of goods sold (Schedule A) and/or operations (attach schedule)
- 3 Gross profit
- 4 Dividends (Schedule C)
- 5 Interest on obligations of the United States and U.S. instrumentalities
- 6 Other interest
- 7 Gross rents
- 8 Gross royalties
- 9 Net gains (losses)—(separate Schedule D)
- 10 Other income (attach schedule) **NONE**
- 11 **TOTAL income**—Add lines 3 through 10

DEDUCTIONS

- 12 Compensation of officers (Schedule E)
- 13 Salaries and wages (not deducted elsewhere)
- 14 Repairs (do not include capital expenditures)
- 15 Bad debts (Schedule F if reserve method is used)
- 16 Rents **REAL ESTATE** **346.**
- 17 Taxes (attach schedule) **260.**
- 18 Interest
- 19 Contributions (not over 5% of line 23 adjusted per instructions—attach schedule)
- 20 Casualty or theft losses (attach schedule)
- 21 Amortization (attach schedule)
- 22 Depreciation (Schedule G) **125.**
- 23 Depletion
- 24 Advertising
- 25 (a) Pension, profit-sharing, stock bonus, and profit plans (attach Form 2950)
- (b) Other employee benefit plans (see instructions)
- 26 Other deductions (attach schedule) **731.00**
- 27 **TOTAL deductions on lines 12 through 26** **(731)**
- 28 Taxable income before net operating loss deduction and special deductions (line 11 less line 27)
- 29 Less: (a) Net operating loss deduction (see instructions—attach schedule)
- (b) Special deductions (Schedule I)
- 30 **Taxable income** (line 28 less line 29) **(731)**
- **NONE**

TAX

- 31 **TOTAL TAX** (Schedule J)
- 32 Credits: (a) Tax deposited—Form 7004 application for extension (attach copy)
- (b) 1969 estimated tax payments (include 1968 overpayment allowed as a credit—do not include any "quick refund" of overpayment of 1969 estimated tax applied for on Form 4466)
- (c) Credit from regulated investment companies (attach Form 2439)
- (d) Credit for U.S. tax on highway gas and lube oil (attach Form 4136)
- 33 **TAX DUE** (line 31 less line 32). See instruction G for tax deposit system. **NONE**
- 34 **OVERPAYMENT** (line 32 less line 31)
- 35 Enter amount of line 34 you want: Credited to 1970 estimated tax ☐ Refunded ☐

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

CORPORATE
SEAL

Date

Signature of officer

Title

Individual or firm signature of preparer

Address

50-10-4000-1

Schedule C--DIVIDENDS (See instruction 4)

Schedule A—Cost of Goods Sold (Continued)	
1 Inventory at beginning of year	_____
2 Merchandise bought for manufacture or sale	_____
3 Salaries and wages	_____
4 Other costs (attach schedule)	_____
5 Total	_____
6 Less Inventory at end of year	_____
7 Cost of goods sold—Enter on line 2, page 1	_____

Method of inventory valuation

Was there any substantial change in the manner of determining quantities, costs, or valuations between opening and closing inventory?
Yes ☐ No ☐ If "Yes," attach explanation.

1	Domestic corporations subject to 85% deduction . . .	
2	Certain preferred stock of public utilities . . .	
3	Foreign corporations subject to 85% deduction . . .	
4	Dividends from wholly-owned foreign subsidiaries subject to 100% deduction (section 245(b)) . . .	
5	Other dividends from foreign corporations . . .	
6	Includable income from controlled foreign cor- porations (Subpart F; attach Form 3646) . . .	
7	Foreign dividend gross-up (section 78) . . .	
8	Qualifying dividends from affiliated groups (section 243(b)) . . .	
9	Other . . .	
10	Total—Enter here and on line 4, page 1 . . .	

Schedule E—COMPENSATION OF OFFICERS (See Instruction 12)

[illegible]

Total compensation of officers—Enter here and on line 12, page 1

Schedule F—BAD DEBTS—RESERVE METHOD (See instruction 15)

Schedule F—BAD DEBTS—RESERVE METHOD (See instruction 15)						
1. Year	2. Trade notes and accounts receivable outstanding at end of year	3. Sales on account	Amount added to reserve		6. Amount charged against reserve	7. Reserve for bad debts at end of year
			4. Current year's provision	5. Recoveries		
1964						
1965						
1966						
1967						
1968						
1969						

Schedule G--DEPRECIATION (See Instructions for Schedule G)

Schedule G--DEPRECIATION (See instructions for Schedule G)

Taxpayers using Revenue Procedures 62-21 and 65-13: Make no entry in column 2, enter the cost or other basis of assets held at end of year in column 3, and enter the accumulated depreciation at end of year in column 4.

1. Description of property	2. Basis	3. Cost or other basis at end of year	4. Accumulated depreciation at end of year	5. Depreciation for year	6. Method of depreciation	7. Depreciation for year

[illegible]

Schedule H—SUMMARY OF DEPRECIATION

Schedule H—SUMMARY OF DEPRECIATION							
	Straight-line	Declining Balance	Sum of the years'-digits	Units of production	Additional first-year (section 179)	Other (specify)	Total
1 Under Reg. Procs. (2-2) and 65-13	1						
2 Other							

Schedule I—SPECIAL DEDUCTIONS

- 1 (a) 85% of line 1, Schedule C
 (b) 62.462% of line 2, Schedule C (Fiscal year corporations, see page 6 of instructions.)
 (c) 85% of line 3, Schedule C
 (d) 100% of line 4, Schedule C
 2 Total—May not exceed 85% of (line 28, page 1, less the sum of lines 3 and 5 of this schedule). The 85% limitation does not apply to a year in which a net operating loss occurs
 3 100% of line 8, Schedule C
 4 Dividends paid on certain preferred stock of public utilities (see instructions)
 5 Western Hemisphere trade corporations (see instructions)
 6 Total special deductions—Add lines 2 through 5. Enter here and on line 29(b), page 1

Schedule J—TAX COMPUTATION (Fiscal year corporations, see page 6 of instructions)

- 1 Taxable income (line 30, page 1) (731)
 2 Surtax exemption (line 1, \$25,000, or amount apportioned under section 1561, whichever is lesser) 25,000
 3 Line 1 less line 2 NONE
 4 (a) 22% of line 1
 (b) 26% of line 3
 (c) If multiple surtax exemption is elected under section 1562, enter 6% of line 2
 5 (a) Income tax (line 4, or line 24 of separate Schedule D, whichever is lesser)
 (b) Tax Surcharge—10% of line 5(a)
 6 Foreign tax credit (attach Form 1118)
 7 Line 5 less line 6
 8 Investment credit (attach Form 3468)
 9 Line 7 less line 8
 10 (a) Personal holding company tax (attach Schedule 1120 PH)
 (b) Tax Surcharge—10% of line 10(a)
 11 Tax from recomputing a prior year investment credit (attach Form 4255)
 12 Total tax—Add lines 9, 10, and 11. Enter here and on line 31, page 1 NONE

Schedule K—RECORD OF FORM 503 FEDERAL TAX DEPOSITS (List deposits in order of date made—See instruction G)

Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount

G Date incorporated APRIL 1968H (1) Did you at the end of the taxable year own directly or indirectly 50% or more of the voting stock of a domestic corporation? Yes ☐ No ☒

(2) Did any corporation, individual, partnership, trust, or association at the end of the taxable year own directly or indirectly 50% or more of your voting stock? Yes ☐ No ☒
 (For rules of attribution, see section 267(c).)

If the answer to (1) or (2) is "Yes," attach a schedule showing:
 (a) name, address, and identifying number; and
 (b) percentage owned.

If the answer to (1) above is "Yes," also show the taxable income (or loss) from line 30, page 1, Form 1120 of such corporation for the taxable year ending with or within your taxable year.

I Did you have any contracts or subcontracts subject to the Renegotiation Act of 1951? Yes ☐ No ☒ If "Yes," enter the aggregate gross dollar amount billed during the year.

J Did you claim a deduction for expenses connected with: Yes No

(1) Entertainment facility (boat, resort, ranch, etc.)? ☐ ☒(2) Living accommodations (except employees on business)? ☐ ☒(3) Employees' families at conventions or meetings? ☐ ☒(4) Employee or family vacations not reported on Form W-2? ☐ ☒

K Taxable income (or loss) from line 30, page 1, Form 1120 for:

1966 1967 1968

L Refer to page 7 of instructions and state the principal:

Business activity

Product or service

M Were you a member of a controlled group subject to the provisions of:

(1) Section 1561? Yes ☐ No ☒(2) Section 1562? Yes ☐ No ☒

If answer to (1) or (2) is "Yes," check type of relationship:

(a) parent-subsidiary ☐(b) brother-sister ☐(c) combination of (a) and (b) ☐ (See section 1563.)If answer to (2) is "Yes," does section 1562(b)(1)(A) apply (nonapplication of 6% additional tax under section 1562)? Yes ☐ No ☒N Were you liable for filing Forms 1096 and 1099 or 1087 for the calendar year 1969? Yes ☐ No ☒

If "Yes," where were they filed?

O Were you a U.S. shareholder of any controlled foreign corporation? Yes ☐ No ☒ (See sections 951 and 957.) If "Yes," attach Form 3646 for each such corporation.P Did you ever declare a stock dividend? Yes ☐ No ☒Q During this taxable year, did you pay dividends (other than stock dividends and distributions in exchange for stock) in excess of your earnings and profits? Yes ☐ No ☒ (See sections 301 and 316.)

If "Yes," file Schedule A, Form 1096. If this is a consolidated return, answer here for parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.

ASSETS	Beginning of taxable year		End of taxable year	
	(A) Amount	(B) Total	(C) Amount	(D) Total
1 Cash				
2 Trade notes and accounts receivable				
(a) Less allowance for bad debts				
3 Inventories				
4 Gov't obligations: (a) U.S. and instrumentalities				
(b) State, subdivisions thereof, etc.				
5 Other current assets (attach schedule)				
6 Loans to stockholders				
7 Mortgage and real estate loans				
8 Other investments (attach schedule)				
9 Buildings and other fixed depreciable assets			25,125	
(a) Less accumulated depreciation			125	25,000
10 Depletable assets				
(a) Less accumulated depletion				
11 Land (net of any amortization)				12,000
12 Intangible assets (amortizable only)				
(a) Less accumulated amortization				
13 Other assets (attach schedule)				
14 Total assets		- 0 -		37,000
LIABILITIES AND STOCKHOLDERS' EQUITY				
15 Accounts payable				
16 Mtges., notes, bonds payable in less than 1 yr.				
17 Other current liabilities (attach schedule)				
18 Loans from stockholders				20,963
19 Mtges., notes, bonds payable in 1 yr. or more				16,768
20 Other liabilities (attach schedule)				
21 Capital stock: (a) Preferred stock				
(b) Common stock				
22 Paid-in or capital surplus (attach reconciliation)				
23 Retained earnings—Appropriated (attach sch.)				
24 Retained earnings—Unappropriated				X(731)
25 Less cost of treasury stock				
26 Total liabilities and stockholders' equity		- 0 -		37,000

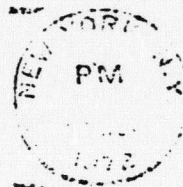
Schedule M-1—RECONCILIATION OF INCOME PER BOOKS WITH INCOME PER RETURN

1 Net income per books		7 Income recorded on books this year not included in this return (itemize)	
2 Federal income tax		(a) Tax-exempt interest \$	
3 Excess of capital losses over capital gains			
4 Taxable income not recorded on books this year (itemize)		8 Deductions in this tax return not charged against book income this year (itemize)	
5 Expenses recorded on books this year not deducted in this return (itemize)		(a) Depreciation \$	
(a) Depreciation \$		(b) Depletion \$	
(b) Depletion \$			
6 Total of lines 1 through 5		9 Total of lines 7 and 8	
		10 Income (line 28, page 1)—line 6 less 9	

Schedule M-2—ANALYSIS OF UNAPPROPRIATED RETAINED EARNINGS PER BOOKS (line 24 above)

1 Balance at beginning of year		5 Distributions: (a) Cash	
2 Net income per books		(b) Stock	
3 Other increases (itemize)		(c) Property	
		6 Other decreases (itemize)	
4 Total of lines 1, 2, and 3		7 Total of lines 5 and 6	
		8 Balance at end of year (line 4 less 7)	

W. M. Ruffin
117 West Ave
NYC 10003



Internal Revenue Service
310 Lowell St
Andover Mass 01812

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STANDARD FORM OF OFFICE LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease.

made as of this 30th day of September 1970 between

RUGORE ASSOCIATES, INC., c/o William M. Ruffin, 21 Irving Place, Brooklyn, N.Y., 11228

party of the first part, hereinafter referred to as LANDLORD, and

THE COMMUNITY SPONSORS, INC., having its principal offices at 27 MacDonough St., Bklyn, N.Y.,

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord

entire

the building known as 1402 Bedford Avenue
in the Borough of , City of New York, for the term of one (1) year

(or until such time shall sooner cease and expire as hereinafter provided) to commence on the
1st day of October nineteen hundred and seventy , and to end on the
30th day of September nineteen hundred and seventy one

both dates inclusive, at an annual rental rate of

Thirty Thousand Dollars (\$30,000.00)

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy demised premises for conduct of a school, in connection with YOUNG MOTHERS' PROGRAM and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises of the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, independent and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law.

Repair: 4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and, at its sole cost and expense, make all non-structural repairs therein as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. Notwithstanding the foregoing, all damage to or injury to the demised premises or to any other part of the building, or to any fixture, equipment and appurtenances therein, from fire, explosion, flood or non-structural repairs, caused by or resulting from Tenant's negligence, or from the negligence of any contractor, sub-contractor, independent contractor or employee of Tenant, shall be repaired, replaced or restored, at Tenant's expense, to the original condition and condition of the premises, fixtures, equipment and appurtenances, or to the condition of the premises, fixtures, equipment and appurtenances as they were in immediately prior to the damage, destruction or injury, by filing the bond required by law.

all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the demised premises or the building arising out of Tenant's use or manner of use or occupancy thereof. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises, or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a wrongful manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This lease is subject and subordinate to all ground lease and mortgage liens and to all other liens and encumbrances on the premises or on the building of which the demised premises form a part, and Tenant agrees to defend and indemnify Landlord from and against all claims, damages, losses and expenses, including attorneys' fees, which may be asserted against or incurred by Landlord on account of the execution of this lease.

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cause of whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in connection of any private, public or quasi public work. If at any time any bricked up or permanently closed, darkened or bricked up, if required by law for any reason whatsoever including, but not limited to Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Landlord's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Landlord may demand. Tenant shall indemnify and save harmless Landlord from and against all claims, damages, losses and claims for personal injury, death or property damage caused by or due to the use of any safe, machinery, equipment, bulky matter or fixtures.

...shall be entitled to possession of the premises, and shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, then, in any one or more of such events, upon Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term hereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or (2a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; or (2b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (2d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

Electric Current: 12. Rules and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Landlord liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein. Landlord may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Landlord shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without objection. If Tenant is not present to open and permit an entry into the premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

Vaults: 14. No Vaults, vault space or area, whether or not enclosed or locked, not within the property line of the building, shall be used for the storage of goods or other property of Tenant.

E19 of any statute or of any order of any court, shall be entitled to possession of the premises, and shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, then, in any one or more of such events, upon Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term hereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or (2a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; or (2b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (2d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Landlord and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord said liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure or refusal of Landlord to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the demised premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach of this lease by Tenant of any of the covenants or provisions hereof, Landlord shall have the right to re-let the premises and to collect the rent therefor.

struction. 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this lease shall continue in full force and effect except as hereinafter provided. (b) If the demised premises are partially damaged and rendered unusable by fire or other casualty, the damages thereto shall be paid by and at the expense of Landlord and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is damaged. (c) If the demised premises are totally damaged or rendered unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thereafter shall cease the date when the premises shall have been repaired and restored. Landlord, subject to Landlord's right to elect not to restore the premises as hereinafter provided. (d) If the demised premises are damaged by fire or other casualty, and the demised premises are rendered unusable by fire or other casualty, and it is so damaged that Landlord shall elect to demolish it or to rebuild it, then, in any of such events, Landlord elect to terminate this lease by giving notice to Tenant given within days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date of the termination of this lease and Tenant shall forthwith, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which on account of any period subsequent to such date shall be returned to Tenant. Unless Landlord shall serve a termination notice as provided herein, Landlord shall make the repairs and restorations under the provisions of (b) and (c) hereof, with all reasonable expedition subject to the adjustment of insurance claims, labor troubles and causes beyond Landlord's control. (e) Nothing contained hereinabove shall deprive Tenant of liability for any damage that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall first to any insurance in its favor and then making any claim against other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such recovery is in force and effect, and to the extent permitted by law, Landlord and Tenant, each releases and waives all right of recovery against the other or any claim through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if the releasors' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided such a policy can be obtained without additional premiums. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or tenancies removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same. Any disputes or disputes between Landlord and Tenant in respect to any loss in this article shall be summarily determined by submitting the same to the American Arbitration Association in New York City. Both parties shall cooperate in expediting the hearing. (f) Tenant hereby agrees that the provisions of Section 227 of the Real Property Law and that the provisions of this article shall govern and control in lieu of

10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of the vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

ment, age, 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or otherwise encumber this agreement, nor underlet or sublet the premises, or any part thereof to be used by others, without the written consent of Landlord in each instance. If this lease be assigned, he demised premises or any part thereof be underlet or occupied by any other than Tenant, I and/or may, after default by Tenant, collect from the assignee, under-tenant or occupant, and apply the net amount due to the rent herein reserved, but no such assignment, underletting or collection shall be deemed a waiver of this covenant, or the force of the assent, under-tenant or occupant as tenant, or a release from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant of obtaining the express consent in writing of Landlord to any further assignment or underletting.

12. Rates and conditions in respect to submetering or rent increases, as the case may be, to be added in RIDER attached hereto. Tenant's covenants and agree that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installed. Tenant may not use any electrical equipment which, in landings, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change in the use of electric service shall in no wise make Tenant liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, examine the same and to make such repairs, replacements and alterations as Landlord may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which may elect to perform following Tenant's failure to make repairs or alterations. Tenant is obligated to perform under this and any work which Tenant is obligated to perform under this and for the purpose of comply with laws, regulations, and other acts of governmental authorities. Tenant shall permit Landlord to maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits thereon. Landlord may the presence of any work in the demised premises, take all such action as may be necessary to protect the demised premises and the premises adjacent thereto.

[illegible]

Certificate of Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part.

Bankruptcy: 16. (a) If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within 60 days thereof, Tenant fails to secure a dismissal thereof, or if Tenant make an assignment for the benefit of creditors, or petition for or enter into an arrangement, this lease, at the option of Landlord, shall terminate within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated by written notice to the Tenant (but if any of such events occur prior to the commencement date, this lease shall be ipso facto cancelled and terminated) and whether such cancellation and termination occur prior to or during the term, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court, shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain or liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(h) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any instalment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such instalment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, then, in any one or more of such events, upon Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve and write the Tenant three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term hereunder shall end and expire, and completely as if the expiration of such three (3) day period were the day hereof, and Tenant for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) (b) of this lease shall have been given, and the term shall expire as aforesaid, (1) (b) If Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in any item of any payment herein required, or (2b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (2d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispose of Tenant by summary proceedings or otherwise, and the legal representatives of Tenant or any other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of any process to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

Beneficiaries of Landlord and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the tenant shall become the defendant and be paid on the date of time of such re-entry, dispossession and/or expiration together with such expenses as a landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may relet the premises or any part or parts thereof, either in the form of a leasehold or otherwise, for a term or terms, which it may at Landlord's option, extend beyond the expiration of the term of the leasehold constituted by the notice of the period which would otherwise have constituted the term of the leasehold, and may plant, cultivate, sow, feed and/or charge the same, and shall have the right to collect the amount of the rental and/or charges for the same, and shall have the right to

of
a corporation described in and which executed the foregoing instrument, as
LANDLORD, that he knows the seal of said corporation, that the seal affixed to
an instrument is such corporate seal, that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, ss:
County of

On this day of 19, before me
personally came

me known and known to me to be the individual described in and who, as
LANDLORD, executed the foregoing instrument and acknowledged to me that
he executed the same.

that he is the

of

the corporation described in and which executed the foregoing instrument, as
TENANT, that he knows the seal of said corporation, that the seal affixed to
said instrument is such corporate seal, that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss:
County of

On this day of 19, before me
personally came

me known and known to me to be the individual described in and who, as
TENANT, executed the foregoing instrument and acknowledged to me that
he executed the same.

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement to
Landlord making the within lease with Tenant, the undersigned guarantees to
Landlord, Landlord's successors and assigns, the full performance and observance
of all the covenants, conditions and agreements therein provided to be performed
and observed by Tenant, including the "Rules and Regulations" as therein pro-
vided, without requiring any notice of non-performance, non-performance, or non-
observance, or proof, or notice, or demand, whereby to charge the undersigned
hereof, all of which the undersigned hereby expressly waives, and expressly
agrees that the validity of this agreement and the obligations of the guarantor
hereunder shall in no wise be terminated, affected or impaired by reason of the

assertion by Landlord against Tenant of any of the rights or remedies reserved to
Landlord pursuant to the provisions of the within lease. The undersigned further
covenants and agrees that this guaranty shall remain and continue in full force
and effect as to any renewal, modification or extension of this lease and during
any period when Tenant is occupying the premises as a "statutory tenant." As a
further inducement to Landlord to make this lease and in consideration thereof,
Landlord and the undersigned covenant and agree that in any action or proceeding
brought by either Landlord or the undersigned against the other on any matters
hereof, the undersigned shall be bound by the terms of this lease or of this
guaranty, whichever shall be found to be in favor of the undersigned, and that the
guaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

[L. 8.]

Dated New York City

WITNESS:

STATE OF NEW YORK, ss:
County of

On this day of 19, before me
personally came

to me known and known to me to be the individual described in, and who

Residence

Business Address

Firm Name

executed the foregoing Guaranty and acknowledged to me that he executed
the same.

Notary

IMPORTANT — PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 32.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stair-
ways, corridors or halls shall not be obstructed or encumbered by any Tenant or used
for any purpose other than for ingress to and egress from the demised premises and
for delivery of merchandise and equipment of a prompt and efficient manner using
elevators and passageways designated for such delivery by Landlord. There shall not
be used in any space, or in the public hall of the building, either by any Tenant or
by others, or others in the delivery or receipt of merchandise, any hand trucks,
except those equipped with rubber tires and sideboards. If said premises are situated
on the ground floor of the building, Tenant thereof shall further, if Tenant's ex-
pense, keep the sidewalks and curb in front of said premises clean and free from
ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any pur-
poses other than those for which they were designed or constructed and no sweepings,
rubbish, eggs, acids or other substances shall be deposited therein, and the expense of
any breakage, stoppage, or damage resulting from the violation of this rule shall be
borne by the tenant who, or whose clerks, agents, employees or visitors, shall have
caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of
the building, and no Tenant shall sweep or throw or permit to be swept or thrown
from the demised premises any dirt or other substances into any of the corridors
or halls, elevators, or out of the doors or windows or stairways of the building, and
Tenant shall not use, keep or permit to be used or kept any foul or noxious gas
or substance in the demised premises, or permit or suffer the demised premises to be
occupied or used in a manner offensive or objectionable to Landlord or other
occupants of the building by reason of noise, odors and/or vibrations, or interfere
in any way with other Tenants or those having business therein, nor shall any animals
or birds be kept in or about the building. Smoking or carrying lighted cigars or
cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the
building without the prior written consent of Landlord.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed,
painted or affixed by any Tenant on any part of the outside of the demised premises
or on the building or on the inside of the demised premises if the same is visible from
the outside of the premises without the prior written consent of Landlord, except
that the name of Tenant may appear on the entrance door of the premises, in the
event of the violation of the foregoing by any Tenant, Landlord may remove same
without any liability, and may charge the expense incurred by such removal to
Tenant or Tenants violating this rule. Interior signs on doors and directory tablets
shall be inscribed, painted or affixed for each Tenant by Landlord at the expense
of such Tenant, and shall be of a size, color and style acceptable to Landlord.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the
demised premises or the building of which they form a part. No boring, cutting or

stringing of wires shall be permitted, except with the prior written consent of
Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other
similar floor covering, so that the same shall come in direct contact with the floor
of the demised premises, and, if linoleum or other similar floor covering is desired
to be used an interlining of builder's deadening felt shall be first affixed to the floor,
by a paste or other material, soluble in water, the use of cement or other similar
adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors
or windows by any Tenant nor shall any changes be made in existing locks or
mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore
to Landlord all keys of stores, offices and toilet rooms, either furnished to, or
otherwise procured by, such Tenant, and in the event of the loss of any keys, so
furnished, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any
description shall be delivered to and removed from the premises only on the freight
elevators and through the service entrances and corridors, and only during hours and
in a manner approved by Landlord. Landlord reserves the right to inspect all
freight to be brought into the building and to exclude from the building all freight
which violates any of these Rules and Regulations or the lease of which these Rules
and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water,
towel and other similar services, or accept barbering or bootblackening services in the
demised premises, except from persons authorized by Landlord, and at all hours
under regulations fixed by Landlord. Canvassing, soliciting and peddling in
the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of
6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons
who do not present a pass to the building signed by Landlord. Landlord will furnish
passes to persons for whom any Tenant requires same in writing. Each Tenant shall
be responsible for all persons for whom he requests such pass and shall be liable to
Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which,
in Landlord's opinion, tends to impair the reputation of the building or its desir-
ability as a building for offices, and upon written notice from Landlord, Tenant shall
refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised
premises, any inflammable, combustible or explosive fluid, material, chemical or sub-
stances, or cause or permit any odors of cooking or other processes, or any unusual
or other objectionable odors, to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation Tenant agrees
to keep all windows closed at all times and to abide by all rules and regulations
issued by the Landlord with respect to such services. If Tenant requires air condi-
tioning or ventilation after the usual hours, Tenant shall give notice in writing to
the building superintendent prior to 3:00 P.M. in the case of services required on
week days, and prior to 3:00 P.M. on the day prior in the case of after hours service
required on weekends or on holidays.

TO	
STANDARD FORM OF	
Office Lease	
The Real Estate Board of New York, Inc. Copyright 1970. All Rights Reserved. Reproduction in whole or in part prohibited.	
19	
Dated	
Rent per Year	
Rent per Month	
Term	
From	
To	
Drawn by	
Entered by	
Checked by	
Approved by	

E23



L. S.]

THE COLLEGE OF CONCEPTS, INC.

L. S.

Gemma K. Cacciatore
by *Melina, Pres. of Directors*

CORPORATE LANDLORD
STATE OF NEW YORK,) ss.
County of)

CORPORATE TENANT,
STATE OF NEW YORK, } ss.
County of _____

On this _____ day of _____, 19____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____ of _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, ss.
County of

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in and who, as LANDLORD, executed the foregoing instrument and acknowledged to me that he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK,
County of

On this _____ day of _____, 19____, before me _____

personally came _____

to me known and known to me to be the individual described in and who, as _____

TENANT, executed the foregoing instrument and acknowledged to me that _____

he executed the same.

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord, making the within lease with Tenant, the undersigned guarantors to Landlord, Landlord's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided for, by Tenant, and observed by Tenant, the undersigned guarantors, as herein provided, as their obligation, and in full satisfaction of any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned guarantors, and their heirs, assigns, successors and assigns, and their estates, and therefore, all of which the undersigned guarantors expressly agree to be bound, and hereunder shall, in no wise be terminated, affected or impaired by reason of the

Dated New York City 19

WITNESS:

STATE OF NEW YORK, } ss.
County of }

On this _____ day of _____, 19____, before me _____ personally came _____ to me known and known to me to be the individual described in, and who _____

assent by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises hereunder. In consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matter herein provided for, the undersigned shall defend, indemnify and hold Landlord harmless. Landlord and the undersigned shall and do hereby waive trial by jury.

.. 8.1

Residence

Business Address

Film Name

executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT — PLEASE READ

**RULES AND REGULATIONS ATTACHED TO, AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 32.**

[illegible]

No carrier, rug or other article shall be hung or shaken out of any window of the building, and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substance into any of the corridors or stairways, or into any of the common areas of the building. No Tenant shall nor shall any person acting on behalf of the Tenant, sweep or permit to be swept or kept any foul or noxious gas or substance in the demised premises, or permit to enter the demised premises to be occupied or used in a manner offensive or objectionable to the other tenants of the building, or cause any noise or vibrations or interference in any way with other Tenants or those having business therein, nor shall any animals be kept in or about the building, nor shall any smoking, cooking, lighting, gas or cigarettes in the building be prohibited.

4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Landlord.

5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, posted or affixed by any Tenant on any outside of the demised premises, or on the building or any part thereof, or on any wall, fence or gate, or on any part of the outside of the premises, without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may cause the expense of removal to be paid by the Tenant. Landlord retains the right to remove any sign, advertisement or notice placed on the premises without the prior written consent of Landlord.

stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's dradening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water, towel and other similar services, or accept barbering or bootblackening services in the demised premises, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons who do not present a pass to the building signed by Landlord. Landlord will furnish passes to persons for whom any Tenant requires same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any act of cooking or other processes, or any unusual or other extraordinary act, to be performed in or emanate from the demised premises.

13. If the building owner or tenant is unable to control air conditioning and ventilation through means other than those specified in the code, the owner or tenant shall comply with all rules and regulations of the health department.

ADDITIONAL CLAUSES attached to and forming a part of lease dated Sept 30, 1970, between RUGGIE ASSOCIATES, INC., as Landlord, and THE COMMUNITY SPENCER, INC., as Tenant.

34. It is understood and agreed that the tenant at its own cost and expense shall provide a fire insurance policy with extended coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) and shall have the landlord's name thereon as a co-insured and place together with any endorsement or endorsements of the premises as may be requested to be endorsed thereon by the landlord.
35. The premises are to be kept clean by and at the expense of the tenant, and refuse and rubbish shall be removed by and at the expense of the tenant.
36. It is agreed and understood by and between landlord and tenant that the tenant has examined the lease premises and herein agrees to take possession of same in its "AS IS" condition.
37. Notwithstanding anything to the contrary herein, it is agreed and understood the tenant shall take good care of the demised premises.
38. Tenant shall be responsible for the glass in the said premises and shall keep the same insured at his own cost and expense.
39. NO BROKER: The tenant represents that it had no conversation or negotiations with any broker concerning the renting of the demised premises, and that no broker was instrumental in obtaining the execution of this lease, and the tenant agrees to indemnify and hold the landlord harmless for any and all claims for brokerage commissions.
40. It is agreed and understood that the tenant shall pay for all utilities consumed by him in the demised premises such as electricity, gas, fuel for heating and hot water. And the tenant is to maintain his own heating equipment, including but not limited to all plumbing fixtures, air conditioning equipment, electrical equipment and all other equipment on the premises.
41. Both landlord and tenant agree that tenant has represented to the landlord that the funding authority, for THE COMMUNITY SPENCER, INC., has approved the lease payable on the within lease for the fiscal year beginning June 1, 1970 and that the landlord has relied upon the aforesaid representation in the execution of the within lease.
42. It is agreed and understood that the landlord or its agent will make substantial alterations and renovations to the demised premises, both interior and exterior, including, but not limited to the plumbing, air conditioning, heating, painting, floors, roof, doors, windows, etc., as per plans of E. F. Lacey.
43. It is agreed and understood that the tenant has an option to extend this lease, terms, conditions and covenants herein for an additional year's period at the rate of Thirty Thousand Dollars (\$30,000.00) per annum payable quarterly.
44. TENANT'S INSTALLATIONS: Notwithstanding anything heretofore contained to the contrary, provided the tenant complies with all of the laws, orders, rules and regulations of the Governmental Authorities having jurisdiction thereof and the Local Board of Fire Underwriters, or any other similar body, and provided tenant is not in default under any of the terms, covenants and conditions of the within lease, the tenant shall have the right, at its own expense and cost, to install such machinery, equipment and fixtures as may be required for the proper conduct of the tenant's business, except that landlord's prior consent shall be required for any installations requiring structural alterations or changes to the demised premises. Subject to the provisions of this paragraph, title to any and all machinery, equipment and fixtures installed by the tenant, nevertheless, may be affixed to the realty, shall remain personally notwithstanding the fact that it may be affixed or attached to the realty, and shall during the term of this lease or renewal term, if any, belong to and be removable by the tenant, provided that (a) the tenant shall remove said installations prior to the expiration of the term of the lease, and (b) the tenant shall leave the premises in the same condition as it was in at the time of the installation of said machinery, equipment and fixtures, and shall be responsible for the cost of removal of said machinery, equipment and fixtures and for the cost of restoring the premises to the same condition as it was in at the time of the installation of said machinery, equipment and fixtures.

ADDITIONAL CLAUSES attached to and forming a part of Lease dated ^{August 30} ~~October 2~~, 1970
between RUGORE ASSOCIATES, INC., as Landlord, and THE COLUMBIAN STORES, INC.,
as Tenant.

E25

44. (continued) excepted. The aforementioned tenant's property remaining within the demised premises after the expiration or sooner termination of this lease, shall at the landlord's option, become the property of landlord, free of any claim by the tenant or any person claiming through tenant, or, shall, at landlord's option, be removed and disposed of by landlord, at tenant's cost and expense, without further notice to or demand upon tenant. Machinery, fixtures, chattels or equipment if any, furnished and installed by tenant, the cost of which has been paid for by landlord, shall become the property of landlord and shall not be removed by tenant. It is understood and agreed the work done pursuant to Paragraph 42 is the property of the landlord.

45. INDEMNITY-LIABILITY INSURANCE: Tenant covenants and agrees to indemnify and save landlord harmless from and against any and all claims arising during the term of this lease for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises, or on the sidewalks adjoining the demised premises, except such claims as may be the result of the negligence of the landlord, its agents, employees or contractors, or the failure of landlord to perform any of its obligations under this lease. Tenant covenants to provide, if obtainable on the open market, on or before the commencement date of the term hereof and to keep in force during the term hereof for the benefit of landlord and tenant, a comprehensive policy of liability insurance protecting landlord and tenant against any liability whatsoever, occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies satisfactory to landlord in the amount of One Hundred Thousand Dollars (\$100,000.00) in respect to any one person, in the amount of Three hundred Thousand Dollars (\$300,000.00) in respect to any one accident and in the sum of Twenty Five Thousand Dollars (\$25,000.00) in respect to property damages. Such insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any. Tenant agrees to deliver to landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance provided said certificate contains an endorsement that such insurance may not be cancelled except upon ten (10) days notice to landlord together with evidence of payment for the policy. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling landlord to exercise any or all of the remedies as provided in this lease in the event of tenant's default.

A. K. C.
R. M. R.

1131400104612 (pp. E26-E30).
2285086Form **1120****U.S. Corporation Income Tax Return**

For calendar year 1970 or other taxable year beginning

1970, ending _____, 19 _____
(PLEASE TYPE OR PRINT)**1970**Department of the Treasury
Internal Revenue Service

Check if —

A Consolidated return ☐B Personal Holding Co. ☐

C Business Code No. (See page 7 of instructions.)

6510

Name

RUGORE ASSOCIATES INC

Number and street

76 WILLIAM M. RUFFIN 21 IRVING PLACE

City or town, State, and ZIP code

BROOKLYN, N.Y. 11238

D Employer Identification No.

E County in which located

KINGS

F Enter total assets from line 14, column (D), Schedule L (See instruction R)

\$ 36000.00

IMPORTANT—Fill in all applicable lines and schedules. If the lines on the schedules are not sufficient, see instruction N.

GROSS INCOME

- 1 Gross receipts or gross sales Less: Returns and allowances
 2 Less: Cost of goods sold (Schedule A) and/or operations (attach schedule)
 3 Gross profit
 4 Dividends (Schedule C)
 5 Interest on obligations of the United States and U.S. instrumentalities
 6 Other interest
 7 Gross rents
 8 Gross royalties
 9 Net gains (losses)—(separate Schedule D)
 10 Other income (attach schedule)
 11 TOTAL income—Add lines 3 through 10

NONE**DEDUCTIONS**

- 12 Compensation of officers (Schedule E)
 13 Salaries and wages (not deducted elsewhere)
 14 Repairs (do not include capital expenditures)
 15 Bad debts (Schedule F if reserve method is used)
 16 Rents
 17 Taxes (attach schedule) **REAL ESTATE & FRANCHISE**
 18 Interest
 19 Contributions (not over 5% of line 28 adjusted per instructions—attach schedule)
 20 Amortization (attach schedule)
 21 Depreciation (Schedule G)
 22 Depletion
 23 Advertising
 24 Profit sharing, stock bonus, pension and annuity plans (see instructions)
 25 Other employee benefit plans (see instructions)
 26 Other deductions (attach schedule)
 27 TOTAL deductions on lines 12 through 26
 28 Taxable income before net operating loss deduction and special deductions (line 11 less line 27)
 29 Less: (a) Net operating loss deduction (see instructions—attach schedule)
 (b) Special deductions (Schedule L)
 30 Taxable income (line 28 less line 29)

1557**904****1000****3461.00****(3461)****NONE****NONE****TAX**

- 31 TOTAL TAX (Schedule J)
 32 Credits: (a) Tax paid (deposited) with Form 7004 application for extension (attach copy)
 (b) Estimated tax—Overpayment from 1969 allowed as a credit
 1970 estimated tax payments (deposits)
 Less refund of 1970 estimated tax applied for on Form 4466
 (c) Credit from regulated investment companies (attach Form 2439)
 (d) U.S. tax on special fuels, nonhighway gas and lubricating oil (attach Form 4136)
 33 TAX DUE (line 31 less line 32). See instruction G for depository method of payment
 34 OVERPAYMENT (line 32 less line 31)
 35 Enter amount of line 34 you want: Credited to 1971 estimated tax Refunded

CORPORATE
SEAL

11-27-72

Date

William M. Ruffin

Signature of officer

PRES

Title

Date

Individual or firm signature of preparer

Address

Schedule C—DIVIDENDS (See instruction 4)

- 1 Domestic corporations subject to 85% deduction
- 2 Certain preferred stock of public utilities
- 3 Foreign corporations subject to 85% deduction
- 4 Dividends from wholly-owned foreign subsidiaries
subject to 100% deduction (section 245(b))
- 5 Other dividends from foreign corporations
- 6 Includable income from controlled foreign cor-
porations (Subpart F; attach Forms 3546)
- 7 Foreign dividend gross-up (section 78)
- 8 Qualifying dividends received from affiliated
groups and subject to the 100% deduction
(section 243(a)(3))
- 9 Qualifying dividends received from affiliated
groups and subject to the provisions of section
1564(b)
- 10 Other dividends
- 11 Total—Enter here and on line 4, page 1

Was there any substantial change in the manner of determining quantities, costs, or valuations between opening and closing inventory?
Yes ☐ No ☐. If "Yes," attach an explanation.

Schedule E—COMPENSATION OF OFFICERS (See instruction 2.)							
1. Name of officer	2. Social security number	3. Title	4. Time devoted to business	Percent of corporation stock owned		7. Amount of compensation	8. Expense account allowances
				5. Common	6. Preferred		
<u>WILLIAM M. RUFFIN</u>	<u>059-12-7238</u>	<u>PRES</u>	<u>10%</u>	<u>100</u>		<u>—</u>	<u>—</u>
Total compensation of officers—Enter here and on line 12, page 1							

Schedule F—BAD DEBTS—RESERVE METHOD (See instruction 25)						
1. Year	2. Trade notes and accounts receivable outstanding at end of year	3. Sales on account	Amount added to reserve		6. Amount charged against reserve	7. Reserve for bad debts at end of year
			4. Current year's provision	5. Recoveries		
1965						
1966						
1967						
1968						
1969						
1970						

Schedule G—DEPRECIATION (See instructions for Schedule G)

Taxpayers using Revenue Procedures 62-21 and 65-13: Make no entry in column 2, enter the cost or other basis of assets held at end of year in column 3, and enter the accumulated depreciation at end of year in column 4.

1. Group and guideline class or description of property	2. Date acquired	3. Cost or other basis	4. Depreciation allowed or allowable in prior years	5. Method of computing depreciation	6. Life or rate	7. Depreciation for this year
1 Total additional first-year depreciation (do not include in items below)						
Buildings	OCT 69	25125	125	S.L.	490	1000
Furniture and fixtures						
Transportation equipment						
Machinery and other equipment						
Other (specify) _____						

2 Totals						1000
3 Less amount of depreciation claimed in Schedule A and elsewhere on return						
4 Balance—Enter here and on line 21, page 1						1000

	Straight line	Declining balance	Sum of the years' digits	Units of production	Additional first-year (section 179)	Other (specify)	Total
1 Under Rev. Procs. 62-21 and 65-13							
2 Other . . .							

Form 1120 (1970)

Schedule I—SPECIAL DEDUCTIONS

- 1 (a) 85% of line 1, Schedule C
 (b) 60.813% of line 2, Schedule C (Fiscal year corporations, see page 6 of instructions)
 (c) 85% of line 3, Schedule C
 (d) 100% of line 4, Schedule C
 2 Total—See page 5 of instructions for limitation
 3 100% of line 8, Schedule C
 4 Enter dividends received deduction allowed for dividends reported on line 9, Schedule C. See section 1564(b) for computation
 5 Dividends paid on certain preferred stock of public utilities (see instructions)
 6 Western Hemisphere trade corporations (see instructions)
 7 Total special deductions—Add lines 2 through 6. Enter here and on line 29(b), page 1

Schedule J—TAX COMPUTATION

- 1 Taxable income (line 30, page 1)
 2 Surtax exemption—Enter line 1 or \$25,000, whichever is lesser. (Component members of a controlled group see page 6 of instructions and enter your surtax exemption or line 1, whichever is lesser)
 3 Line 1 less line 2
 4 (a) 22% of line 1
 (b) 26% of line 3
 (c) If multiple surtax exemption is elected under section 1562, enter 6% of line 2
 5 (a) Income tax (line 4, or alternative tax from separate Schedule D, whichever is lesser)
 (b) Tax Surcharge—2½% of line 5(a) (Fiscal and short year corporations, see page 6 of Instr.)
 6 Foreign tax credit (attach Form 1118)
 7 Line 5 less line 6
 8 Investment credit (attach Form 3468)
 9 Line 7 less line 8
 10 (a) Personal holding company tax (attach Schedule 1120 PH)
 (b) Tax Surcharge—2½% of line 10(a) (Fiscal and short year corporations, see page 6 of Instr.)
 11 Tax from recomputing a prior year investment credit (attach Form 4255)
 12 Minimum tax on tax preference items (See page 6 of instructions). Check here ☐ If Form 4626 is attached
 13 Total tax—Add lines 9 through 12. Enter here and on line 31, page 1

(3461)

25000

NONE

NONE

Schedule K—RECORD OF FORM 503 FEDERAL TAX DEPOSITS (List deposits in order of date made—See instruction G)

Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount

G Date Incorporated APRIL 1968H (1) Did you at the end of the taxable year own directly or indirectly 50% or more of the voting stock of a domestic corporation? Yes ☐ No ☒

(2) Did any corporation, individual, partnership, trust, or association at the end of the taxable year own directly or indirectly 50% or more of your voting stock? Yes ☐ No ☒
 (For rules of attribution, see section 267(c).)

If the answer to (1) or (2) is "Yes," attach a schedule showing:

- (a) name, address, and identifying number; and
 (b) percentage owned.

If the answer to (1) above is "Yes," show the taxable income (or loss) from line 30, page 1, Form 1120 of such corporation for the taxable year ending with or within your taxable year.

If the answer to (2) above is "Yes," was the owner of such voting stock an alien individual or a foreign corporation, partnership, trust or association? Yes ☐ No ☒I Did you have any contracts or subcontracts subject to the Renegotiation Act of 1951? Yes ☐ No ☒ If "Yes," enter the aggregate gross dollar amount billed during the year.J Did you ever declare a stock dividend? Yes ☐ No ☒

K Did you claim a deduction for expenses connected with: Yes No

(1) Entertainment facility (boat, resort, ranch, etc.)? ☐ ☒(2) Living accommodations (except employees on business)? ☐ ☒(3) Employees' families at conventions or meetings? ☐ ☒(4) Employee or family vacations not reported on Form W-2? ☐ ☒L Taxable income (or loss) from line 30, page 1, Form 1120 for: 1967, 1968, 1969 (231)

M Refer to page 7 of instructions and state the principal:

Business activity OWN BUILDING

Product or service

N Were you a member of a controlled group subject to the provisions of:

(1) Section 1561? Yes ☐ No ☒ (2) Section 1562? Yes ☐ No ☒

If answer to (1) or (2) is "Yes," check type of relationship:

(a) parent-subsidiary ☐ (b) brother-sister ☐(c) combination of (a) and (b) ☐ (See section 1563.)If answer to (2) is "Yes," does section 1562(b)(1)(A) apply (nonapplication of 6% additional tax under section 1562)? . Yes ☐ No ☒O Did the corporation, at any time during the taxable year, have any interest in or signature or other authority over a bank, securities, or other financial account in a foreign country? Yes ☐ No ☒ If "Yes" attach Form 4683. (For definitions, see Form 4683.)P Were you a U.S. shareholder of any controlled foreign corporation? Yes ☐ No ☒ (See sections 951 and 957.) If "Yes," attach Form 3646 for each such corporation.Q During this taxable year, did you pay dividends (other than stock dividends and distributions in exchange for stock) in excess of your earnings and profits? Yes ☐ No ☒ (See sections 301 and 316.)

If "Yes," file Schedule A, Form 1096. If this is a consolidated return, answer here for parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.

R Did you file all required Forms 1099, 1096 and 1087? Yes ☐ No ☒

ASSETS	Beginning of taxable year		End of taxable year	
	(A) Amount	(B) Total	(C) Amount	(D) Total
1 Cash				
2 Trade notes and accounts receivable				
(a) Less allowance for bad debts				
3 Inventories				
4 Gov't obligations: (a) U.S. and instrumentalities				
(b) State, subdivisions thereof, etc.				
5 Other current assets (attach schedule)				
6 Loans to stockholders				
7 Mortgage and real estate loans				
8 Other investments (attach schedule)				
9 Buildings and other fixed depreciable assets	25125		25125	
(a) Less accumulated depreciation	125	25000	1125	24000
10 Depletable assets				
(a) Less accumulated depletion				
11 Land (net of any amortization)		12000		12000
12 Intangible assets (amortizable only)				
(a) Less accumulated amortization				
13 Other assets (attach schedule)				
14 Total assets		37000		36000
LIABILITIES AND STOCKHOLDERS' EQUITY				
15 Accounts payable				
16 Mtges., notes, bonds payable in less than 1 yr.				
17 Other current liabilities (attach schedule)				
18 Loans from stockholders		20963		27161
19 Mtges., notes, bonds payable in 1 yr. or more		16768		13031
20 Other liabilities (attach schedule)				
21 Capital stock: (a) Preferred stock				
(b) Common stock				
22 Paid-in or capital surplus (attach reconciliation)				
23 Retained earnings—Appropriated (attach sch.)		(731)		X(4192)
24 Retained earnings—Unappropriated				
25 Less cost of treasury stock				
26 Total liabilities and stockholders' equity		37000		36000

Schedule M-1—RECONCILIATION OF INCOME PER BOOKS WITH INCOME PER RETURN

1 Net income per books		7 Income recorded on books this year not included in this return (itemize)	
2 Federal income tax		(a) Tax-exempt interest \$	
3 Excess of capital losses over capital gains			
4 Taxable income not recorded on books this year (itemize)			
5 Expenses recorded on books this year not deducted in this return (itemize)		8 Deductions in this tax return not charged against book income this year (itemize)	
(a) Depreciation . . . \$		(a) Depreciation . . . \$	
(b) Depletion . . . \$		(b) Depletion . . . \$	
6 Total of lines 1 through 5		9 Total of lines 7 and 8	
		10 Income (line 28, page 1)—line 6 less 9	

Schedule M-2—ANALYSIS OF UNAPPROPRIATED RETAINED EARNINGS PER BOOKS (line 24 above)

1 Balance at beginning of year		5 Distributions: (a) Cash	
2 Net income per books		(b) Stock	
3 Other increases (itemize)		(c) Property	
		6 Other decreases (itemize)	
4 Total of lines 1, 2, and 3		7 Total of lines 5 and 6	
		8 Balance at end of year (line 4 less 7)	

W. M. Ruffin
1 Irving Pl.
Kllyn N.Y. 11238



Internal Revenue Service
310 Lowell St
Andover Mass 01812

E-30

STANDARD FORM OF OFFICE LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease,

made as of this

30th

day of

September

1971, between

EMOTE ASSOCIATES, INC. c/o William M. Ruffin, 21 Irving Place, Brooklyn, N.Y., 11208

party of the first part, hereinafter referred to as LANDLORD, and

THE COMMUNITY SPONSORS, INC. having its principal offices at 27 Madison St., Elgin, N.Y.

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord
entire

in the building known as 1402 Bedford Avenue
in the Borough of Brooklyn

, City of New York, for the term of one (1) year

1st
1st

day of
day of

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
September
nineteen hundred and twenty two, and to end on the

both dates inclusive, at an annual rental rate of Thirty Thousand Dollars (\$30,000.00)

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent 1. Tenant shall pay the rent as above and as hereinafter provided of a whole, in connection with
Occupancy 2. Tenant shall use and occupy demised premises for YOUNG MEN'S ROOMS

and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and all panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant not later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event, he same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanic's liens upon real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the same and required by law.

Repairs: 4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and at its sole cost and expense, make all non-structural repairs thereto as and when called to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other causes, excepted. Notwithstanding the foregoing, in the event of injury to the demised premises or to any other part of the building, or to any equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from fire, flood, explosion, riot, or other cause, or from any other cause, the same shall be repaired by Landlord at its expense, and the cost of such repairs shall be borne by Landlord.

all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the demised premises or the building arising out of Tenant's use or manner of use or occupancy thereof. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a wrongful manner which will increase the insurance rate for the building or any property located thereon over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is placed by law. Landlord reserves the right to prescribe the weight and nature of all such business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings suitable in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination: This lease and the premises hereby leased are subject to

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent 1. Tenant shall pay the rent as above and as hereinafter provided of a contract, in connection with
Occupancy 2. Tenant shall use and occupy demised premises for

YOUNG LOZLER'S PROGRAM

and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and all panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry such workman's compensation, liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanics' liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not due pursuant to this article the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law.

Repairs: 4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. Notwithstanding the foregoing, all damage or injury to the demised premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, its servants, employees, invitees or licensees, shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord reasonably exercised. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten days notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by the Landlord at the expense of Tenant and the expenses thereof incurred by Landlord shall be collectible as additional rent after rendition of a bill or statement therefor. Tenant shall give Landlord prompt notice of any defective condition in any plumbing, heating system or electrical lines located in, servicing or passing through the demised premises and following such notice, Landlord shall remedy the condition with due diligence but at the expense of Tenant if repairs are necessitated by damage or injury attributable to Tenant. Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises, to be cleaned, from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction.

Requirements of Law: 6. Prior to the commencement of the lease term, if Tenant is then in possession and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and requirements of

all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to Law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the demised premises or the building arising out of Tenant's use or manner of use or occupancy thereof. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a wrongful manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lease or by any mortgage, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

Property—Loss, Damage, Reimbursement, Indemnity: 8. Landlord or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Not shall Landlord or its agents be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up for any reason whatsoever, including, but not limited to Landlord's own acts, Landlord shall not be liable for any damage. Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor, nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Landlord's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures require special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Landlord may designate. Tenant shall indemnify and shall hold Landlord harmless from all liabilities, obligations, damages, penalties, claims or losses and expenses for which Landlord shall not be

lease shall expire, and shall be completely terminated on the date of such expiration. The termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice, however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Landlord shall serve a termination notice as provided for herein, Landlord shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Landlord's control. (c) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same. Any differences or disputes between Landlord and Tenant in respect to any matters in this article shall be summarily determined by submitting the same to the American Arbitration Association in New York City. Both parties shall cooperate in expediting the hearing. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in KIDDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Landlord liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein. Landlord may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Landlord shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and, during said six months period, place upon the premises the notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is used to safeguard Tenant's property and such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, after, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have the effect on this lease of Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement of the location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

Vault, Vault Space, Area: 14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan or anything contained elsewhere in this lease to the contrary notwithstanding. Land-

lord, however, in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 14 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, then, in any one or more of such events, upon Landlord serving a written five (5) days' notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within said five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or (2a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; or (2b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (2d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Landlord and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the term shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure or refusal of Landlord to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the demised premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to make any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Nothing in this lease of any period of remedy shall not preclude Landlord from any other remedy, in law or in equity.

E36: ~~and a person who is now or hereafter advised, informed or~~
~~deceived, with intent to defraud, of the contents or the reality of which the~~

provided that the same be done in order by Tenant. If the said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Landlord and no one other than persons approved by Landlord shall be permitted to enter said premises, or the building of which they are a part for such purpose. Tenant shall pay Landlord the cost of removal of any of Tenant's refuse and rubbish from the building. (c) RIDER to be added in respect to rules.

[illegible]

(f) Landlord shall have no responsibility or liability for failure to supply the services agreed to herein. Landlord reserves the right to stop services of the heating, ~~electric~~ plumbing, air-conditioning, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Landlord for as long as may be reasonably required by reason thereof or by reason of strikes, accidents, laws, order or regulations or any other reason beyond the control of Landlord. If the building in which the ~~tenant's~~ premises are a part supplies mutually operated electric service, Landlord at any time may substitute plumbing or electrical service and upon ten days written notice to Tenant proceed with alterations necessary therefor without in any way affecting this law or the obligation of Tenant hereunder. The same shall be done with a minimum of inconvenience to Tenant and Landlord shall pursue the alterations with due diligence.

Captions: 29. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 30. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, hawthack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "office" as used in this lease means only the manufacture, sale or display of goods, wares or merchandise, or the mortgage in possession for a limited time of the building or buildings, or for the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further argument that the parties hereto intended that the lease or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord, hereunder. The words "re-enter" and "re-rent" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall mean Saturday, except the portion thereof as is covered by specific hours in Article 28 hereof, and Sundays and all days observed by the State or Federal Government as legal holidays.

31. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part, and to repair any damages to and support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

Rules and Regulations. 32. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly, with the Rules and Regulations of such other Landlord or Landlords, and further reasonable Rules and Regulations as Landlord or Landlords' agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the Chairman of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such impartial arbitrator as the parties hereto may select. The arbitration shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Successors and Assigns: 33. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

...and which executed the foregoing instrument, as if he were the individual described in and to whom the same was addressed, and that he was so affected by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in and who, as LANDLORD, executed the foregoing instrument and acknowledged to me that he executed the same.

...and which executed the foregoing instrument, as if he were the individual described in and to whom the same was addressed, and that he was so affected by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

E37

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within lease with Tenant, the undersigned guaranties to Landlord, Landlord's successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as herein provided, without requiring any notice of nonpayment, nonperformance, or nonobservance, or proof of notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the

assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises as a "statutory tenant." As further inducement to Landlord to make this lease and in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matter whatsoever arising out of, under or by virtue of the terms of this lease or of this guaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

Dated New York City _____, 19____

WITNESS:

STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in, and who

Residence _____

Business Address _____

Firm Name _____

executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT — PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 32.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Landlord. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideboards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were devised or constructed and no sweeping, rubbish, rags, rags or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building, and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the building by reason of noise, odors and vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Landlord.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or on the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Further signs on doors and directory labels shall be inserted, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a size, color and style acceptable to Landlord.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or

striking of wires shall be permitted, except with the prior written consent of Landlord, and at Landlord's expense. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, suitable in water, the use of cement or other similar adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Landlord all keys of doors, offices and closets, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, in furnishing, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water, towel and other similar services or accept barbering or beautician services in the demised premises, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord. Carrying, collecting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons who do not present a pass to the building signed by Landlord. Landlord will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance or cause or permit any kind of smoking or other process, or any unusual or objectionable odors to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation Tenant agrees to keep all windows closed at all times and in able by all rules and regulations issued by the Landlord with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 P.M. in the case of services required on week days, and prior to 3:00 P.M. on the day prior in the case of after hours service required on weekends or on holidays.

Address _____		Premises _____	
TO _____		STANDARD FORM OF	
		Office	
		LEASE	
		The Real Estate Board of New York, Inc.	
		Copyright 1970. All Rights Reserved.	
		Reproduction in whole or in part prohibited.	
Dated _____, 19____		Rent per Year _____	
Rent per Month _____		Term _____	
		From _____	
		To _____	
Drawn by _____		Checked by _____	
Entered by _____		Approved by _____	

E38

Regina Associates Inc
by William M. Keppin
Per



[L. S.]

The Community Foundation for U.S.
by Wm. H. Cochrane
Chairman, Board of Directors

CORP.
SEAL

CORPORATE LANDLORD
STATE OF NEW YORK, ss. 1
County of ss. 2

CORPORATE TENANT
STATE OF NEW YORK,) ss:
County of)

On this day of , 19 , before me
personally came
to me known who being by me duly sworn, did depose and say that he resides
in ;
that he is the of .

the corporation described in and which executed the foregoing instrument, as TRUST; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, ss.:
County of

On this _____ day of _____, 19____, before me _____ personally came _____ to me known and known to me to be the individual described in and who as LANDLORD, executed the foregoing instrument, and acknowledged to me that he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK, | ss.
County of

On this _____ day of _____, 19____, before me _____ personally came _____ to me known and known to me to be the individual described in and who, as HENANI, executed the foregoing instrument and acknowledged to me that he executed the same.

[illegible]

Dated New York City 19

WITNESS:

STATE OF NEW YORK,) ss:
County of)
On this _____ day of _____, 19____, before me,
personally came _____,
to me known, and known to me to be the individual described in; and who

the Tenant of any of the rights or remedies reserved to Landlord and the undersigned hereby agrees that this warranty shall remain and continue in full force and effect until the renewal, modification or extension of this lease and during any period when the Tenant is occupying the premises under this lease and the undersigned, the undersigned consent and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matter arising out of or in connection with this lease, the undersigned shall waive the right that Landlord and the undersigned shall and do hereby waive trial by jury.

(L. S.)

Residence _____
Business Address _____
Firm Name _____
_____ executed the foregoing Guaranty and acknowledged to me that he executed the same

Notary

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 32.

[illegible]

stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Landlord all keys at stores, offices and toilet rooms, either furnished to, or otherwise procured by such Tenant, and in the event of the loss of any keys, so furnished such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevator and through the service entrance and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all

in a manner approved by Landlord. Landlord reserves the right to inspect and freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rule

9. No Tenant shall obtain for use upon the demised premises ice, drinking water and other similar services, or accept bartering or hawth-blackening services in the demised premises, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord. Any tenant, soliciting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and feast holidays all persons who do not present a pass to the building signed by Landlord. Landlord will furnish passes to persons for whom any of the requirements are in writing. Each tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Landlord for all charges when the same.

11. I understand that I have the right to prohibit any advertising by any Person which might tend to cause a false impression of the reputation of the building or project or otherwise to be detrimental to the building or project, whether from Landlord, Tenant, contractor or any other person or persons.

APPROVED AND AGREED to and forming a part of lease dated October 1, 1971 between THE COMMUNITY SPONSORS, INC., as Landlord, and THE COMMUNITY SPONSORS, INC., as Tenant.

34. It is understood and agreed that the tenant at its own cost and expense shall purchase a fire insurance policy with extended coverage in the amount of One Hundred thousand Dollars (\$100,000.00) and shall have the landlord endorsed thereon as a co-insured and payee together with any mortgagee or mortgagees of the premises as may be requested to be endorsed thereon by the landlord.

35. The premises are to be kept clean by and at the expense of the tenant, and refuse and rubbish shall be removed by and at the expense of the tenant.

36. It is agreed and understood by and between landlord and tenant that the tenant has examined the lease premises and herein agrees to take possession of same in the "AS IS" condition.

37. Notwithstanding anything to the contrary herein, it is agreed and understood the tenant shall take good care of the demised premises.

38. Tenant shall be responsible for the glass in the said premises and shall keep the same insured at his own cost and expense.

39. NO BROKER: The tenant represents that it had no conversation or negotiations with any broker concerning the renting of the demised premises, and that no broker was instrumental in obtaining the execution of this lease, and the tenant agrees to indemnify and hold the landlord harmless for any and all claims for brokerage commissions.

40. It is agreed and understood that the tenant shall pay for all utilities consumed by him in the demised premises such as electricity, gas, fuel for heating and hot water. And the tenant is to maintain his own heating equipment, including but not limited to all plumbing fixtures, air conditioning equipment, electrical equipment and all other equipment on the premises.

41. Both landlord and tenant agree that tenant has represented to the landlord that the funding authority for THE COMMUNITY SPONSORS, INC., has approved the funds payable on the within lease for the fiscal year beginning June 1, 1972 and that the landlord has relied upon the aforesaid representation in the execution of the within lease.

42. It is agreed and understood that the landlord or its agent will make substantial alterations and renovations to the demised premises, both interior and exterior, including, but not limited to the plumbing, air conditioning, heating, painting, floors, roof, doors, windows, etc., as per plans of P. F. Lopez.

43. It is agreed and understood that the tenant has an option to extend this lease, terms, conditions and covenants herein for an additional year a period at the rate of thirty thousand Dollars (\$30,000.00) per annum payable quarterly.

44. TENANT'S INSTALLATIONS: Notwithstanding anything hereinbefore contained to the contrary, provided the tenant complies with all of the laws, orders, rules and regulations of the Governmental Authorities having jurisdiction thereof and the local Board of Fire Commissioners, or any other similar body, and provided that in no event in default of any of the terms, covenants and conditions of this lease, the tenant shall have the right, at its own expense and cost, to install such machinery, equipment and fixtures as may be necessary for the proper conduct of the tenant's business, except that land-lord's prior written consent shall be required for any installations requiring structural alterations or changes to the demised premises. Subject to the provisions of this paragraph, title to any and all machinery, equipment and fixtures installed by the tenant, however same may be affixed to the realty, shall remain personally notwithstanding the fact that it may be affixed or attached to the realty, and shall during the term of this lease or renewal term, if any, belong to and be removable by the tenant, provided that (a) tenant shall remove said installations prior to the expiration of the term or sooner termination thereof; and (b) tenant shall repair any damage caused by said removal and shall deliver the demised premises to the landlord in the same condition as upon the date renovations are completed, reasonable wear and tear.

G. H. C.
T. H. K.

ADDITIONAL CLAUSES attached to and forming a part of lease dated October 1, 1971 between HUGGINS & COLATES, INC., as Landlord, and THE COMMUNITY SPONSORS, INC., as Tenant.

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44. (continued) excepted. The aforementioned tenant's property remaining within the demised premises after the expiration or sooner termination of this lease, shall at the landlord's option, become the property of landlord, free of any claim by the tenant or any person claiming through tenant, or, shall, at landlord's option, be removed and disposed of by landlord, at tenant's cost and expense, without further notice to or demand upon tenant. Machinery, fixtures, chattels or equipment if any, furnished and installed by tenant, the cost of which has been paid for by landlord, shall become the property of landlord and shall not be retained by tenant. It is understood and agreed the work done pursuant to Paragraph 42 is the property of the landlord.

45. **INDEMNITY-LIABILITY INSURANCE:** Tenant covenants and agrees to indemnify and save landlord harmless from and against any and all claims arising during the term of this lease for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises, or on the sidewalks adjoining the demised premises, except such claims as may be the result of the negligence of the landlord, its agents, employees or contractors, or the failure of landlord to perform any of its obligations under this lease. Tenant covenants to provide, if obtainable on the open market, on or before the commencement date of the term hereof and to keep in force during the term hereof for the benefit of landlord and tenant, a comprehensive policy of liability insurance protecting landlord and tenant against any liability whatsoever, occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies satisfactory to landlord in the amount of One Hundred Thousand Dollars (\$100,000.00) in respect to any one person, in the amount of Three Hundred Thousand Dollars (\$300,000.00) in respect to any one accident and in the sum of Twenty Five Thousand Dollars (\$25,000.00) in respect to property damages. Such insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any. Tenant agrees to deliver to landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance provided said certificate contains an endorsement that such insurance may not be cancelled except upon ten (10) days notice to landlord together with evidence of payment for the policy. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling landlord to exercise any or all of the remedies as provided in this lease in the event of tenant's default.

A.K.C.
Rm R

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 1971 or other taxable year beginning

1971, ending 19
(PLEASE TYPE OR PRINT)

1971

Check if a—

A Consolidated return ☐B Personal Holding Co. ☐

C Business Code No. (See page 7 of instructions.)

Name

RUGORE ASSOCIATES

Number 1120-100

90 WILLIAM M. RUFFIN 21 IRVING PLACE

City or town, State, and ZIP code

BRKLYN NY 11238

D Employer Identification

No. 13-2731069

E County in which located

KINGS

F Enter total assets from line 14, column (D), Schedule L (See instruction R)

\$ 35,000.00

IMPORTANT—Fill in all applicable lines and schedules. If the lines on the schedules are not sufficient, see instruction N.

GROSS INCOME	1	Gross receipts or gross sales	Less: Returns and allowances	1	NONE
	2	Less: Cost of goods sold (Schedule A) and/or operations (attach schedule)		2	
	3	Gross profit		3	
	4	Dividends (Schedule C)		4	
	5	Interest on obligations of the United States and U.S. instrumentalities		5	
	6	Other interest		6	
	7	Gross rents		7	
	8	Gross royalties		8	
	9(a)	Net capital gains—(separate Schedule D)		9(a)	
	9(b)	Ordinary gain or (loss) from Part II, Form 4797 (attach Form 4797)		9(b)	
	10	Other income (see instructions—attach schedule)		10	
11	TOTAL income—Add lines 3 through 10		11	NONE	
DEDUCTIONS	12	Compensation of officers (Schedule E)		12	
	13	Salaries and wages (not deducted elsewhere)	Director-Brookhaven Service Center, I.R.S. Holtsville, N.Y. 11799	13	
	14	Repairs (see instructions)		14	
	15	Bad debts (Schedule F if reserve method is used)		15	
	16	Rents		16	
	17	Taxes (attach schedule)	REAL ESTATE & FRANCHISE	17	494.
	18	Interest		18	674.
	19	Contributions (not over 5% of line 28 adjusted per instructions—attach schedule)		19	
	20	Amortization (attach schedule)		20	1800.
	21	Depreciation (Schedule G)		21	
	22	Depletion		22	
23	Advertising		23		
24	Pension, profit-sharing, etc. plans (see instructions)		24		
25	Employee benefit programs (see instructions)		25		
26	Other deductions (attach schedule)		26		
27	TOTAL deductions—Add lines 12 through 26		27	2168.00	
28	Taxable income before net operating loss deduction and special deductions (line 11 less line 27)		28	(2168)	
29(a)	Less: (a) Net operating loss deduction (see instructions—attach schedule)		29(a)		
29(b)	(b) Special deductions (Schedule I)		29(b)		
30	Taxable income (line 28 less line 29)		30	NONE	
TAX	31	TOTAL TAX (Schedule J)		31	
	32	Credits: (a) Overpayment from 1970 allowed as a credit			
		(b) 1971 estimated tax payments			
		(c) Less refund of 1971 estimated tax applied for on Form 4466			
		(d) Tax deposited with Form 7004 (attach copy)			
		(e) Tax deposited with Form 7005 (attach copy)			
		(f) Credit from regulated investment companies (attach Form 2439)			
		(g) U.S. tax on special fuels, nonhighway gas and lubricating oil (attach Form 4136)			
	33	TAX DUE (line 31 less line 32). See instruction G for depository method of payment		33	
	34	OVERPAYMENT (line 32 less line 31)		34	
35	Enter amount of line 34 you want: Credited to 1972 estimated tax		35		
	Refunded				

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

The Internal Revenue Service does not require a seal on this form, but if one is used, please place it here.

11-23-72

Date

William M. Ruffin

Signature of officer

Pres

Title

Date

Signature of individual or firm preparing the return

Address

Schedule A—COST OF GOODS SOLD (See instruction 2)

- 1 Inventory at beginning of year
- 2 Merchandise bought for manufacture or sale
- 3 Salaries and wages
- 4 Other costs (attach schedule)
- 5 Total
- 6 Less inventory at end of year
- 7 Cost of goods sold—Enter on line 2, page 1

Method of inventory valuation

Was there any substantial change in the manner of determining quantities, costs, or valuations between opening and closing inventory?

☐ Yes ☐ No. If "Yes," attach an explanation.

Schedule E—COMPENSATION OF OFFICERS (See instruction 12)

1. Name of officer	2. Social security number	3. Title	4. Time devoted to business	Percent of corporation stock owned		7. Amount of compensation	8. Expense account allowances
				5. Common	6. Preferred		
WILLIAM M. RUFFIN	259-12-7238	PRES	1070	100			

Total compensation of officers—Enter here and on line 12, page 1

Schedule F—BAD DEBTS—RESERVE METHOD (See instruction 15)

1. Year	2. Trade notes and accounts receivable outstanding at end of year	3. Sales on account	Amount added to reserve		6. Amount charged against reserve	7. Reserve for bad debts at end of year
			4. Current year's provision	5. Recoveries		
1966						
1967						
1968						
1969						
1970						
1971						

Schedule G—DEPRECIATION (See instructions for Schedule G)

Note: For new depreciation rules, see Form 4832 (Revised). Form 4832 (Revised) also explains the effect the new rules have on guideline lives under Rev. Procs. 62-21 and 65-13. Taxpayers using these lives: Make no entry in column 2. Enter the amounts in column 3 for assets held at the end of the year and enter the accumulated depreciation at the end of the year in column 4. You may (a) group depreciable assets in accordance with the categories shown below or (b) continue to list your assets in the same manner as in prior years. IF YOU NEED MORE SPACE, USE FORM 4582.

1. Group and guideline class or description of property	2. Date acquired	3. Cost or other basis	4. Depreciation allowed or allowable in prior years	5. Method of computing depreciation	6. Life or rate	7. Depreciation for this year
1 Total additional first-year depreciation (do not include in items below)						
2 Depreciation from Form 4832						
3 Other depreciation:						
Buildings	OCT 69	25125	1125	S. L.	4%	1000
Furniture and fixtures						
Transportation equipment						
Machinery and other equipment						
Other (specify)						
4 Totals						1000
5 Less amount of depreciation claimed in Schedule A and elsewhere on return						
6 Balance—Enter here and on line 21, page 1						

Schedule H—SUMMARY OF DEPRECIATION (Other than additional first-year depreciation)

	Straight line	Declining balance	Sum of the years' digits	Units of production	Other (specify)	Total
1 Under Rev. Procs. 62-21 and 65-13						
2 Depr. from Form 4832 (Rev)						
3 Other						

Schedule I—SPECIAL DEDUCTIONS

- 1 (a) 85% of line 1, Schedule C
 (b) 60.208% of line 2, Schedule C
 (c) 85% of line 3, Schedule C
 (d) 100% of line 4, Schedule C
 2 Total—See page 6 of instructions for limitation
 3 100% of line 8, Schedule C
 4 Enter dividends-received deduction allowed for dividends reported on line 9, Schedule C. See section 1564(b) for computation
 5 Dividends paid on certain preferred stock of public utilities (see instructions)
 6 Western Hemisphere trade corporations (see instructions)
 7 Total special deductions—Add lines 2 through 6. Enter here and on line 29(b), page 1

Schedule J—TAX COMPUTATION

- 1 Taxable income (line 30, page 1) (2168)
 2 Surtax exemption—Enter line 1 or \$25,000, whichever is lesser. (Component members of a controlled group—see page 6 of instructions and enter your surtax exemption or line 1, whichever is lesser) 25,000
 3 Line 1 less line 2 NONE
 4 (a) 22% of line 1
 (b) 26% of line 3
 (c) If multiple surtax exemption is elected under section 1562, enter 6% of line 2
 5 Income tax (line 4, or alternative tax from separate Schedule D, whichever is lesser)
 6 Foreign tax credit (attach Form 1118)
 7 Line 5 less line 6
 8 Investment credit (attach Form 3468)
 9 Line 7 less line 8
 10 Personal holding company tax (attach Schedule 1120 PH)
 11 Tax from recomputing a prior year investment credit (attach Form 4255)
 12 Minimum tax on tax preference items (see page 6 of instructions). Check here ☐ If Form 4626 is attached
 13 Total tax—Add lines 9 through 12. Enter here and on line 31, page 1 NONE

Schedule K—RECORD OF FORM 503 FEDERAL TAX DEPOSITS (List deposits in order of date made—See instruction G)

Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount	Serial number of Form 503	Date of deposit	Amount

G Date incorporated APRIL 1968

H (1) Did you at the end of the taxable year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? ☐ Yes ☒ No

(2) Did any corporation, individual, partnership, trust, or association at the end of the taxable year own, directly or indirectly, 50% or more of your voting stock? ☐ Yes ☒ No
 (For rules of attribution, see section 267(c).)

If the answer to (1) or (2) is "Yes," attach a schedule showing:

- (a) name, address, and identifying number; and
 (b) percentage owned.

If the answer to (1) above is "Yes," show the taxable income or (loss) from line 30, page 1, Form 1120 of such corporation for the taxable year ending with or within your taxable year.

If the answer to (2) above is "Yes," was the owner of such voting stock an alien individual or a foreign corporation, partnership, trust or association? ☐ Yes ☒ No

I Did you have any contracts or subcontracts subject to the Renegotiation Act of 1951? ☐ Yes ☒ No. If "Yes," enter the aggregate gross dollar amount billed during the year.

J Did you ever declare a stock dividend? ☐ Yes ☒ No

K Did you claim a deduction for expenses connected with: Yes No

- (1) Entertainment facility (boat, resort, ranch, etc.)? ☐ Yes ☒ No
 (2) Living accommodations (except employees on business)? ☐ Yes ☒ No
 (3) Employees' families at conventions or meetings? ☐ Yes ☒ No
 (4) Employee or family vacations not reported on Form W-2? ☐ Yes ☒ No

L Taxable income or (loss) from line 30, page 1, Form 1120 for 1968 (731), 1969 (3461), 1970 (3461)

M Refer to page 7 of instructions and state the principal

Business activity OWN REAL ESTATE
 Product or service

N Were you a member of a controlled group subject to the provisions of:

(1) Section 1561? ☐ Yes ☒ No (2) Section 1562? ☐ Yes ☒ No

If answer to (1) or (2) is "Yes," check type of relationship:

- (a) parent-subsidiary ☐ (b) brother-sister ☐
 (c) combination of (a) and (b) ☐ (See section 1563.)

If answer to (2) is "Yes," does section 1562(b)(1)(A) apply (nonapplication of 6% additional tax under section 1562)? ☐ Yes ☒ No

O Did the corporation, at any time during the taxable year, have any interest in or signature or other authority over a bank, securities, or other financial account in a foreign country? ☐ Yes ☒ No
 If "Yes," attach Form 4683. (For definitions, see Form 4683.)

P Were you a U.S. shareholder of any controlled foreign corporation? ☐ Yes ☒ No. (See sections 951 and 957.) If "Yes," attach Form 3646 for each such corporation.

Q During this taxable year, did you pay dividends (other than stock dividends and distributions in exchange for stock) in excess of your current and accumulated earnings and profits? ☐ Yes ☒ No. (See sections 301 and 316.)

If "Yes," file Schedule A, Form 1096. If this is a consolidated return, answer here for parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.

R Did you file all required Forms 1099, 1096 and 1087? ☐ Yes ☒ No

Schedule L—BALANCE SHEETS

ASSETS	Beginning of taxable year		End of taxable year	
	(A) Amount	(B) Total	(C) Amount	(D) Total
1 Cash				
2 Trade notes and accounts receivable				
(a) Less allowance for bad debts				
3 Inventory				
4 Gov't obligations: (a) U.S. and instrumentalities				
(b) State, subdivisions thereof, etc.				
5 Other current assets (attach schedule)				
6 Loans to stockholders				
7 Mortgage and real estate loans				
8 Other investments (attach schedule)				
9 Buildings and other fixed depreciable assets	25125		25125	
(a) Less accumulated depreciation	1125	24000	2125	23000
10 Depletable assets				
(a) Less accumulated depletion		12000		12000
11 Land (net of any amortization)				
12 Intangible assets (amortizable only)				
(a) Less accumulated amortization				
13 Other assets (attach schedule)		36000		35000
14 Total assets				
LIABILITIES AND STOCKHOLDERS' EQUITY				
15 Accounts payable				
16 Mtges., notes, bonds payable in less than 1 yr.				
17 Other current liabilities (attach schedule)				
18 Loans from stockholders		27161		32295
19 Mtges., notes, bonds payable in 1 yr. or more		13031		9065
20 Other liabilities (attach schedule)				
21 Capital stock: (a) Preferred stock				
(b) Common stock				
22 Paid-in or capital surplus (attach reconciliation)				
23 Retained earnings—Appropriated (attach sch.)		(4192)		X(6360)
24 Retained earnings—Unappropriated				
25 Less cost of treasury stock				
26 Total liabilities and stockholders' equity		36000		35000

Schedule M-1—RECONCILIATION OF INCOME PER BOOKS WITH INCOME PER RETURN

1 Net income per books	7 Income recorded on books this year not included in this return (itemize)
2 Federal income tax	(a) Tax-exempt interest \$
3 Excess of capital losses over capital gains	
4 Taxable income not recorded on books this year (itemize)	
	8 Deductions in this tax return not charged against book income this year (itemize)
5 Expenses recorded on books this year not deducted in this return (itemize)	(a) Depreciation . . \$
(a) Depreciation . . \$	(b) Depletion . . \$
(b) Depletion . . \$	
	9 Total of lines 7 and 8
6 Total of lines 1 through 5	10 Income (line 28, page 1)—line 6 less 9

Schedule M-2—ANALYSIS OF UNAPPROPRIATED RETAINED EARNINGS PER BOOKS (line 24 above)

1 Balance at beginning of year	5 Distributions: (a) Cash
2 Net income per books	(b) Stock
3 Other increases (itemize)	(c) Property
	6 Other decreases (itemize)
	7 Total of lines 5 and 6
4 Total of lines 1, 2, and 3	8 Balance at end of year (line 4 less 7)

Agreement of Lease.

made as of this 1st day of April 1933, between

RUGONE ASSOCIATES, INC., c/o William M. Ruffin, 21 Irving Place, Brooklyn, N.Y., 11238

party of the first part, hereinafter referred to as LANDLORD, and

THE COMMUNITY SPONSORS, INC., 27 McDonough St., Bklyn, N.Y., 11216

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord _____ party of the second part, hereinafter referred to as **TENANT**.

entire

the building known as 1102 Bedford Ave., Brooklyn, N.Y.
in the Borough of Brooklyn, City of New York, for the term of one (1) year.

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the

1st day of October nineteen hundred and seventy three
30th day of September nineteen hundred and , and to end on the

oith dates inclusive, at an annual rental rate of Thirty Thousand Dollars (\$30,000.00)

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).
In the event that, at the commencement of the term of this lease,

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy demised premises for conduct of a school, in connection with YOUNG MOTHER'S PROGRAM and

and for no other purpose

3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, and to the provisions of this article, Tenant at Tenant's expense, may be alterations, additions, improvements which are structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or Landlord in Tenant's behalf, it become the property of Landlord and shall remain upon and surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making alterations, additions, installations or improvements, at its expense, in all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry with it and cause Tenant's contractors and sub-contractors to carry such permits, approvals and certificates as evidence of liability, personal and property damage and to cause Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanic's liens upon all property in which the demised premises are located, for all work, alterations and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, subcontractors and laborers who become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work done or to have been done for or on materials furnished to, Tenant, or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the required by law.

4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the premises and the fixtures and appurtenances therein and at its sole expense, make all structural repairs thereto and when it is necessary to preserve them in good working order and condition, reasonable wear, obsolescence and damage from the elements, fire or other causes excepted. Notwithstanding the foregoing, all damage or injury to the premises or to any other part of the building, whether caused by or resulting from carelessness, omission, or negligent conduct of Tenant, its servants, employees, its lessees or invitees or caused by or resulting from the negligent or willful conduct of Tenant at its sole cost and expense, shall be promptly repaired and the premises shall be returned to the condition and the damaged premises caused by the negligence or willful conduct of Tenant shall be repaired by the Tenant at its sole expense. All the cost of repairs for the premises shall be paid by the Tenant.

all state, federal, municipal and local governments, departments, commissions and boards, and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the demised premises or the building arising out of Tenant's use or manner of use or occupancy thereof. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at the time carried by or for the benefit of Landlord with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a wrongful manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated as to the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereinafter attach to such leases or the real property of which it is a part.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy demised premises for conduct of a school, in connection with YOUNG MOTHER'S PROGRAM and for no other purpose.

3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, Tenant shall be permitted to make alterations, additions or improvements which are structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work aimed to have been done for, or materials furnished to, Tenant, whether or not due pursuant to this article the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law.

4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. Notwithstanding the foregoing, all damage or injury to the demised premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, its servants, employees, invitees or licensees, shall be repaired promptly by Tenant at its sole cost and expense, the satisfaction of Landlord reasonably exercised. Tenant shall also repair all damage to the building and the demised premises caused by the owing of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. Tenant fails after ten days notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by the Landlord at the expense of Tenant and the expenses thereof incurred by Landlord shall be collectible as additional rent after rendition of a bill or statement therefor. Tenant shall give Landlord prompt notice of any defective condition in any plumbing, heating system or electrical lines located in, servicing or passing through the demised premises and following such notice, Landlord shall remedy the condition with due diligence at the expense of Tenant if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 8 elsewhere in this lease, there shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

5. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the rules of the Board of Standards and Appeals, or of any other board having or asserting jurisdiction.

6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, its insurance, and all persons and their agents, shall promptly comply with all present and future laws, orders and regulations of

all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the demised premises or the building arising out of Tenant's use or manner of use or occupancy thereof. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage nor shall Tenant keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a wrongful manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lease or by any mortgage, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

8. Landlord or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Landlord's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Landlord may designate. Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Landlord shall not be

reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Landlord and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the premises shall have been repaired and restored by Landlord, subject to Landlord's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then, in any of such events, Landlord may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Landlord shall serve a termination notice as provided for herein, Landlord shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Landlord's control. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same. Any differences or disputes between Landlord and Tenant in respect to any matters in this article shall be summarily determined by submitting the same to the American Arbitration Association in New York City. Both parties shall cooperate in expediting the hearing. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Landlord liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the demised premises or to any other portion of the building in which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Landlord to use and maintain and replace pipes, and conduits in and through the building.

Landlord makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Certificate of Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part.

Bankruptcy: 16. (a) If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within 60 days thereof, Tenant fails to secure a dismissal thereof, or if Tenant make an assignment for the benefit of creditors or petition for or enter into an arrangement, this lease, at the option of Landlord, extended within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated by written notice to the Tenant (but if any of such events occur prior to the commencement date, this lease shall be ipso facto cancelled and terminated) and whether such cancellation and termination occur prior to or during the term, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court, shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any instalment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such instalment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, then, in any one or more of such events, upon Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or (2a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; or (2b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (2d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Landlord and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have expired if the building, part or parts thereof, had not been so vacated.

Rider to be added if necessary

Remedies of Landlord and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order, or for preparing the same for re-letting; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the period which would otherwise have constituted the balance of the term of this lease. The failure or refusal of Landlord to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the demised premises in good order or preparing the same for re-letting if may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the cost of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive, by way of set-off, letting, and in no event shall Tenant be entitled to receive, by way of set-off, if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of eviction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were, not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, at law or in equity. Tenant hereby waives all claims and all rights of redemption granted

or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately terminate this lease and without notice perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or suit, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant therefor.

20. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or any other demised premises, the rents, leases, easements or any other matter or thing affecting or related to the premises or operation of the premises expressly set forth and no rights, easements or covenants are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with the condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant is a conclusive evidence that the said premises and the building at the time such possession was taken were in good and satisfactory condition at the time such possession was taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in the contract, which alone fully and completely expresses the agreement between Landlord and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

22. Landlord covenants and agrees with Tenant that upon
Lease: Tenant paying the rent and additional rent and observing
 and performing all the terms, covenants and conditions,
 on Tenant's part to be observed and performed, Tenant may peacefully
 and quietly enjoy the premises hereby demised, subject, nevertheless,
 to the terms and conditions of this lease including, but not limited to, Article
 hereof and to the ground leases, underlying leases and mortgages
 heretofore mentioned.

23. If Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of and a building being constructed, because or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been secured or for any other reason, Landlord shall not be liable for any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease. The rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until such time as Landlord shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to occupy premises other than the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or any of the Rules or Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act which would have constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant of herein stipulated rent of a lesser amount than the monthly amount of the earliest stipulated rent, nor shall any endorsement or payment of any check or aforesaid rent accompanying any check, or payment as rent be deemed an accord and satisfaction. If Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises and no agent or employee of Landlord shall be valid unless in writing accepted by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the delivery of keys to said premises prior to the termination of the lease and the keys of said premises shall be delivered to the agent or employee of Landlord as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said premises, and under any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Bills and Notices:

[illegible]

28. As long as Tenant is not in default under any of the covenants of this lease, Landlord shall provide: (a) necessary elevator facilities from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m. and on Sundays from 8 a.m. to 1 p.m. and on all other times; (b) have one elevator subject to call at all other times; (c) heat to the deemed premises from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m. and on Sundays from 8 a.m. to 1 p.m.; (d) water for ordinary

Captions: 29. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 30. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display at any time, of goods, wares or merchandise, of any kind, or, as a restaurant, shop, booth, bootblock or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Landlord" as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or portion thereof) of the lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of the lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed with- out further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord, hereunder. The words "re- lease" and "re entry" as used in this lease are not restricted to their tech- nical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 28 hereof), Sundays and all days observed by the State or Federal Government as legal holidays.

Adjacent Excavation— 31. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made by any person, the owner of the land shall afford to the person causing or authorizing the same, a license to enter upon the demised premises for the purpose of doing such work as said person may deem necessary to preserve the wall or the building on the demised premises from a part from injury to the wall or building, and to support the same by proper foundations without any claim for damages or indemnity against the person causing or authorizing the same, or against the owner of the land.

Rules and Regulations: 32. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations of Landlord and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the Chairman of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such other authority as the parties may determine, whose decision shall be final and binding.

modification, discharge or abandonment is sought.

21. Upon the expiration or other termination of the term of this lease, Tenant shall surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the term or other termination of this lease. If the last day of the term of this lease and the termination of this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 3 hereof and to the ground leases, underlying leases and mortgages heretofore mentioned.

Failure to Give Possession: 23. If Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises in a building being constructed, because such building has not been sufficient to complete to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Landlord to seek redress for violation or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Landlord shall not constitute an agreement which would have originally constituted a violation from which the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of less than the monthly rent herein stipulated shall be deemed to be other than the earliest stipulated rent, nor shall any endorsement or statement of any kind on the receipt of any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance or a surrender of said premises and no agreement to accept such surrender shall be deemed a waiver in writing signed by Landlord. No employee of Landlord or Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 25. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

 Rider to be added if necessary

E50

become a lien on the demised premises or the reality of which they are a part; (d) cleaning service for the demised premises in which they are serviced provided that the same are to be performed by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Landlord and no one other than persons approved by Landlord shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Landlord the cost of removal of any of Tenant's refuse and rubbish from the building; (e) RIDER to be added in respect to rates and conditions for air conditioning/cooling and ventilation if the entire building in which the demised premises is located is serviced by a central air conditioning/cooling and ventilating system. If air conditioning, air conditioning/cooling or ventilation from the building through September 30th of each business days (Mondays through Fridays, holidays excepted) from 6:00 a.m. to 6:00 p.m.; and ventilation will be furnished on business days during the foregoing hours and on what air conditioning/cooling is being furnished on non-business days or on Saturdays, Sundays or on holidays, Landlord will furnish the same at Tenant's expense. (f) Landlord shall have no responsibility or liability for failure to supply the services agreed to herein. Landlord reserves the right to stop services of the heating, plumbing, air conditioning, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Landlord for as long as may be reasonably required by reason thereof or by reason of strikes, accidents, laws, order or regulations or any other reason beyond the control of Landlord. If the building of which the demised premises are a part supplies manually operated elevator service, Landlord at any time may substitute automatic control elevator service and upon ten days written notice to Tenant, proceed with alterations necessary for the use thereof without in any wise affecting this lease or the obligations of Tenant hereunder. The same shall be done with a minimum of inconvenience to Tenant and Landlord shall pursue the alterations with due diligence.

Captions: 29. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 30 The term "office," or "offices", wherever used in this lease shall not be construed to mean premises used as a store or stores, or for sale or display, at any time, of goods, wares or merchandise, of any kind, or of real estate, or of a shop, booth, hoothack, or other stand, barber shop, or for other similar use, for manufacturing. The term "landlord" as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) in which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, between the parties and the purchaser, at any such sale, or the said lease, or the building, or of the land and building, that the purchaser or lessee of the building or of the land and building, shall assume and agree to carry out all covenants and obligations of Landlord, hereunder. The words "renter" and "tenancy" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 28 hereof), Sundays and all days observed by the State or Federal Government as legal holidays.

Adjacent Excavation— 31 If an excavation shall be made upon land adjacent to the demised premises or shall be authorized to be made. Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without liability for damages or indemnity against landlord, or diminution or abatement of rent.

Rules and Regulations: 32. Tenant and Tenant's servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Landlord's agents may from time to time adopt. Notice of any additional rule or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation to a decision by the Chairman of the Board of Directors of the Management Corporation of the Real Estate Board of New York, Inc., or to such impartial person or persons as the parties may designate, whose determination shall be final and conclusive upon the parties. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

33. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

that he is the of
the corporation described in and which executed the foregoing instrument, as
LANDLORD, that he knows the seal of said corporation; that the seal affixed to
the instrument is such corporate seal; that it was so affixed by order of the Board
of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me
personally came
to me known and known to me to be the individual described in and who, as
LANDLORD, executed the foregoing instrument and acknowledged to me that
he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me
personally came
to me known and known to me to be the individual described in and who, as
TENANT, executed the foregoing instrument and acknowledged to me that
he executed the same.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to
Landlord making the within lease with Tenant, the undersigned guarantees to
Landlord, Landlord's successors and assigns, the full performance and observance
of all the covenants, conditions and agreements, therein provided to be performed
and observed by Tenant, including the "Rules and Regulations" as therein pro-
vided, without requiring any notice of non-payment, non-performance, or non-
observance, or proof, or notice, or demand, whereby to charge the undersigned
therefor, all of which the undersigned hereby expressly waives and expressly
agrees that the validity of this agreement and the obligations of the guarantor
hereunder shall in no wise be terminated, affected or impaired by reason of the

assertion by Landlord against Tenant of any of the rights or remedies reserved to
Landlord pursuant to the provisions of the within lease. The undersigned further
covenants and agrees that this guaranty shall remain in full force and effect
and effect as to any renewal, modification or extension of this lease and during
any period when Tenant is occupying the premises as a "statutory tenant." As a
further inducement to Landlord to make this lease and in consideration thereof,
Landlord and the undersigned covenant and agree that in any action or proceeding
brought by either Landlord or the undersigned against the other on any matters
whichever arising out of, under, or by virtue of the terms of this lease or of this
guaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

Dated New York City _____, 19____
WITNESS:

STATE OF NEW YORK, ss:
County of _____

On this _____ day of _____, 19____, before me
personally came
to me known and known to me to be the individual described in, and who

Residence _____
Business Address _____
Firm Name _____
executed the foregoing Guaranty and acknowledged to me that he executed
the same.

Notary

IMPORTANT — PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 32.

1. The sidewalks, entrances, driveways, passageways, courts, elevators, vestibules, stair-
ways, corridors or halls shall not be obstructed or encumbered by any Tenant or used
for any purpose other than for ingress to and egress from the demised premises and
for delivery of merchandise and equipment in a prompt and efficient manner using
elevators and passageways designated for such delivery by Landlord. There shall not
be used in any space, or in the public hall of the building, either by any Tenant or
by jobbers or others in the delivery or receipt of merchandise, any hand trucks,
except those equipped with rubber tires, or sideboards. If said premises are situated
on the ground floor of the building, Tenant thereof shall further, at Tenant's ex-
pense, keep the sidewalks and curb in front of said premises clean and free from
ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any pur-
poses other than those for which they were designed or constructed and no soap, suds,
rubbish, rags, acids or other substances shall be deposited therein, and the expense of
any breakage, stoppage, or damage resulting from the violation of this rule shall be
borne by the tenant who, or whose clerks, agents, employees or visitors, shall have
caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of
the building, and no Tenant shall sweep or throw or permit to be swept or thrown
from the demised premises any dirt or other substances into any of the corridors,
or halls, elevators, or out of the doors or windows or stairways of the building, and
Tenant shall not use, keep or permit to be used or kept any foul or noxious gas
or substance in the demised premises, or permit or suffer the demised premises to be
occupied or used in a manner offensive or objectionable to Landlord or other
occupants of the building by reason of noise, odors and/or vibrations, or interfere
in any way with other Tenants or those having business therein, nor shall any animals
or birds be kept in or about the building. Smoking or carrying lighted cigars or
cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the
building without the prior written consent of Landlord.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed,
painted or affixed by any Tenant on any part of the outside of the demised premises
or on the building or on the inside of the demised premises if the same is visible from
the outside of the premises without the prior written consent of Landlord, except
that the name of Tenant may appear on the entrance door of the premises. In
the event of the violation of the foregoing by any Tenant, Landlord may remove same
without any liability, and may charge the expense incurred by such removal to
Tenant or Tenants violating this rule. Interior signs on doors and directory labels
shall be inscribed, painted or affixed for each Tenant by Landlord at the expense
of such Tenant, and shall be of a size, color and style acceptable to Landlord.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the
demised premises or the building of which they form a part. No boring, cutting or

stringing of wires shall be permitted, except with the prior written consent of
Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other
similar floor covering, so that the same shall come in direct contact with the floor
of the demised premises, and, if linoleum or other similar floor covering is desired
to be used an interlining of builder's deadening felt shall be first affixed to the floor,
by a paste or other material, soluble in water, the use of cement or other similar
adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors
or windows by any Tenant, nor shall any changes be made in existing locks or
mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore
to Landlord all keys of stores, offices and toilet rooms, either furnished to, or
otherwise procured by, such Tenant, and the event of the loss of any keys, so
furnished, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any
description shall be delivered to and removed from the premises only on the freight
elevators and through the service entrances and corridors, and only during hours and
in a manner approved by Landlord. Landlord reserves the right to inspect all freight
which is brought into the building and to exclude from the building all freight
which violates any of these Rules and Regulations or the lease of which these Rules
and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water,
towel and other similar services, or accept barbering or beautician services in the
demised premises, except from persons authorized by Landlord, and at hours
and under regulations fixed by Landlord. Canvassing, soliciting and peddling in
the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of
6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons
who do not present a pass to the building signed by Landlord. Landlord will furnish
passes to persons for whom any Tenant requires same in writing. Each Tenant shall
be responsible for all persons for whom he requests such pass and shall be liable to
Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which,
in Landlord's opinion, tends to impair the reputation of the building or its desir-
ability as a building for offices, and upon written notice from Landlord, Tenant shall
refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised
premises any inflammable, combustible or explosive fluid, material, chemical or sub-
stance, or he or permit any cooking or other processes, or any unusual
or other objectionable odors to permeate in or emanate from the demised premises.

13. If the building contains central air conditioning and ventilation Tenant agrees
to keep windows closed at all times and to abide by all rules and regulations
issued by the Landlord with respect to such services. If Tenant requires air condi-
tioning or ventilation after the usual hours, Tenant shall give notice in writing to
the building superintendent prior to 3:00 P.M. in the case of services required on
week days, and prior to 3:00 P.M. on the day prior in the case of after hours service
required on weekends, or on holidays.

Address
Premises

TO

STANDARD FORM OF

Office
Lease

The Real Estate Board of New York, Inc.
Copyright 1970. All Rights Reserved.
Reproduction in whole or in part prohibited.

19

Dated

Rent per Year

Rent per Month

Term

From October 1, 1970

To August 31, 1975

Drawn by _____

Entered by _____

Checked by _____

Approved by _____

ES3

RUGORE ASSOCIATES, INC. *Inc.*

William M. Rye
Pres.



[L. S.]

THE COMMUNITY SPONSORS, INC

L. S.

by Glimira K. C. Pursey
Chairman - Board of Directors



CORPORATE LANDLORD
STATE OF NEW YORK, } ss.1
County of

CORPORATE TENANT
STATE OF NEW YORK, }
County of }

On this _____ day of _____, 19____, _____ personally came to me, known to me by name, who being by me duly sworn, did depose and say that he recalled to that he is the _____ of _____ the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like _____

INDIVIDUAL LANDLORD
STATE OF NEW YORK, } ss.
County of }

On this day of , 19 , before me personally came

to me known and known to me to be the individual described in and who, as LANDLORD, executed the foregoing instrument and acknowledged to me that he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK, } ss.
County of

On this day of 19 , before me personally came

to me known and known to me to be the individual described in and who, as
TENANT, executed the foregoing instrument and acknowledged to me that
he executed the same.

FOR VALUE RECEIVED, and in consideration for, and as an inducement to, Landlord making the within lease with Tenant, the undersigned guarantees to Landlord, Landlord's successors and assigns, the full performance of the covenants and conditions and agreements, therein provided to be performed by Tenant, and the payment of the rent thereon, as herein provided, as therein provided, without requiring any notice of non-payment, or regulation, as therein provided, and without any notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby waives and expressly agrees that the validity of this agreement and the obligations it waives and expressly agrees to, shall in no wise be terminated, affected or impaired by reason of the

Dated New York City

WITNESS:

STATE OF NEW YORK, } ss.
County of }

On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in, and who _____

Residence

Business Address

Firm Name _____

executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

**RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 32.**

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the premises and the elevators and passages and equipment in a prompt and efficient manner and shall not be used in any way, or in the public hall of delivery by Landlord. There shall not be any storage of goods, materials, articles, or merchandise, except in the delivery room, except those equipped in the deliveries or receipt of merchandise; any such storage shall be on the ground floor of the building. Tenant there shall not place any signs, notices, posters, placards, or advertisements on the walls, doors, windows, or elsewhere, nor snow, dirt and rubbish.

2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees or visitors, shall have caused it.

[illegible]

4. No signs, advertisements, notices or other letters shall be exhibited, inscribed, posted or affixed by any Tenant on any part of the outside of the demised premises or building or on any part of the demised premises if the same is visible from outside of the premises without the prior written consent of Landlord.

stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

9. No Tenant shall obtain for use upon the demised premises ice, drinking water, towel and other similar services, or accept harbering or bootblackening services in the demised premises, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.

10. Landlord reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all persons who do not present a pass to the building signed by Landlord. Landlord will furnish passes to persons for whom any Tenant requires same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Landlord for all acts of such persons.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, volatile or explosive fluid, material, substance or other dangerous or otherwise objectionable article.

ADDITIONAL CLAUSES attached to and forming a part of lease dated April 1, 1973 between RUGORE ASSOCIATES, INC., as Landlord, and THE COMMUNITY SPONSORS, INC., as Tenant:

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34. It is understood and agreed that the tenant at its own cost an expense shall provide a fire insurance policy with extended coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) and shall have the landlord endorsed thereon as a coinsured and payee together with any mortgagee or mortgagees of the premises as may be requested to be endorsed thereon by the landlord.
35. The premises are to be kept clean by and at the expense of the tenant, and refuse and rubbish shall be removed by and at the expense of the tenant.
36. It is agreed and understood by and between landlord and tenant that the tenant has examined the lease premises and herein agrees to take possession of same in its "AS IS" condition.
37. Notwithstanding anything to the contrary herein, it is agreed and understood the tenant shall take good care of the demised premises.
38. Tenant shall be responsible for the glass in the said premises and shall keep the same insured at his own cost and expense.
39. NO PROKER: The tenant represents that it had no conversation or negotiations with any broker concerning the renting of the demised premises, and that no broker was instrumental in obtaining the execution of this lease, and the tenant agrees to indemnify and hold the landlord harmless for any and all claims for brokerage commissions.
40. It is agreed and understood that the tenant shall pay for all utilities consumed by him in the demised premises such as electricity, gas, fuel for heating and hot water. And the tenant is to maintain his own heating equipment, including but not limited to all plumbing fixtures, air conditioning equipment, electrical equipment and all other equipment on the premises.
41. Both landlord and tenant agree that tenant has represented to the landlord that the funding authority for THE COMMUNITY SPONSORS, INC., has approved the funds payable on the within lease for the fiscal year beginning June 1, 1973 and that the landlord has relied upon the aforesaid representation in the execution of the within lease.
42. It is agreed and understood that the landlord or its agent will make substantial alterations and renovations to the demised premises, both interior and exterior, including, but not limited to the plumbing, air conditioning, heating, painting, floors, roof, doors, windows, etc., as per plans of R. F. Lopez.
43. It is agreed and understood that the tenant has an option to extend this lease, terms, conditions and covenants herein for an additional year's period at the rate of Thirty Thousand Dollars (\$30,000.00) per annum payable quarterly.
44. TENANT'S INSTALLATIONS: Notwithstanding anything hereinbefore contained to the contrary, provided the tenant complies with all of the laws, orders, rules and regulations of the Governmental Authorities having jurisdiction thereof and the Local Board of Fire Underwriters, or any other similar body, and provided tenant is not in default under any of the terms, covenants and conditions of the within lease, the

*Wm R
GAC*

ADDITIONAL CLAUSES attached to and forming a part of lease dated April 1, 1973 between RUGORE ASSOCIATES, INC., as Landlord, and THE COMMUNITY SPONSORS, INC., as Tenant.

E34

44. (continued) tenant shall have the right, at its own expense and cost, to install such machinery, equipment and fixtures as may be required for the proper conduct of the tenant's business, except that landlord's prior consent shall be required for any installations requiring structural alterations or changes to the demised premises. Subject to the provisions of this paragraph, title to any and all machinery, equipment and fixtures installed by the tenant, howsoever same may be affixed to the realty, shall remain personalty notwithstanding the fact that it may be affixed or attached to the realty, and shall during the term of this lease or renewal term, if any, belong to and be removable by the tenant, provided that (a) tenant shall remove said installations prior to the expiration of the term or sooner termination thereof; and (b) tenant shall repair any damage caused by said removal and shall deliver the demised premises to the landlord in the same condition as upon the date renovations are completed, reasonable wear and tear excepted. The aforementioned tenant's property remaining within the demised premises after the expiration or sooner termination of this lease, shall at the landlord's option, become the property of landlord, free of any claim by the tenant or any person claiming through tenant, or, shall, at landlord's option, be removed and disposed of by landlord, at tenant's cost and expense, without further notice to or demand upon tenant. Machinery, fixtures, chattels or equipment if any, furnished and installed by tenant, the cost of which has been paid for by landlord, shall become the property of landlord and shall not be removed by tenant. It is understood and agreed the work done pursuant to Paragraph 42 is the property of the landlord.

45. INDEMNITY-LIABILITY INSURANCE: Tenant covenants and agrees to indemnify and save landlord harmless from any against any and all claims arising during the term of this lease for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises, or on the sidewalks adjoining the demised premises, except such claims as may be the result of the negligence of the landlord, its agents, employees or contractors, or the failure of landlord to perform any of its obligations under this lease. Tenant covenants to provide, if obtainable on the open market, on or before the commencement date of the term hereof and to keep in force during the term hereof for the benefit of landlord and tenant, a comprehensive policy of liability insurance protecting landlord and tenant against any liability whatsoever, occasioned by accidents on or about the demised premises or any appurtenances thereto, such policy is to be written by good and solvent insurance companies satisfactory to landlord in the amount of One Hundred Thousand Dollars (\$100,000.00) in respect to any one person, in the amount of Three Hundred Thousand Dollars (\$300,000.00) in respect to any one accident, and in the limit of Twenty Five Thousand Dollars (\$25,000.00) in respect to property damage. Such insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any. Tenant agrees to deliver to landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance provided said certificate contains an endorsement that such insurance may not be cancelled except upon ten (10) days notice to landlord together with evidence of payment for the policy. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling landlord to exercise any or all of the remedies as provided in this lease in the event of tenant's default.

Y. K.
ABC

EXHIBIT 7 - KINGS COUNTY LAFAYETTE TRUST COMPANY
RUFFIN ACCOUNT (pp. E55-E142)

E55

PARTNERSHIP

INDIVIDUAL OR FIRM

William M. Ruffin

0300.55466

SIGNING INSTRUCTIONS

alone

PAPERS ON FILE

none

In receiving items for collection or credit it is understood that the liability of the Trust Company is limited to the observance of reasonable care in selecting its immediate correspondents for the presentation and collection of items and that the endorsement of this Bank shall not extend such liability; that this Company is authorized to send such items, for payment in cash or bank draft, direct to the Bank on which they are drawn or to another agent or correspondent with like authority as to receiving payments or forwarding such items; this Company may accept the draft or credit of such bank, agent or correspondent as conditional payment in lieu of cash; that this Company shall not be responsible for loss of any item due to the acts or negligence of any such correspondents in the selection of sub-agents for presentation or otherwise or for loss in transit or for a failure to present demand or collect any item. All checks and other items deposited with the Trust Company are credited conditionally only, and may be charged back if subsequently returned for irregularity, insufficient funds or other cause, (whether or not the items themselves can be returned), including items drawn upon this Company which are received for verification.

You are directed to forward to me by ordinary mail, express or by messenger, the monthly statements of my account, together with canceled vouchers at the address as may be shown on your books from time to time.

William M. Ruffin

ADDRESS 21 Irving Place, Brooklyn, N.Y. 11201

BUSINESS

PHONE NO. MA 2-8222

INTRODUCED BY J. Gorman

964-1403

DATE OPENED 3/12/69

\$100.00

DATE CLOSED

KINGS COUNTY LAFAYETTE TRUST COMPANY

E56

KCLTC

X William M. Ruff

X _____

THE ABOVE SIGNATURE(S) APPEARS TO CONFORM WITH THE
ONE(S) KNOWN TO US.

FREEDOM NATIONAL BANK OF NEW YORK
ORGANIZATION

BY _____ AUTHORIZED SIGNATURE DATE

F-1-(5/68)

030055466

E57

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT 00 00	NUMBER OF DEPOSITS (CREDITS) 2	DEPOSITS MADE 7	NUMBER OF CHECKS (DEBITS) 5	DATE OF THIS STATEMENT 03 31 49
YOUR BALANCE AT 6:00 PM ON PREVIOUS STATEMENT .00	TOTAL DEPOSIT WITH DEPOSITS AND OTHER CREDITS 8,250.05		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS 1,057.90	BALANCE AS OF THIS STATEMENT DATE 6,203.45

CODES

CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M. RUFFIN
21 IRVING PL.
BROOKLYN N.Y. 11238

ACCOUNT NUMBER

10055866

NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
	8,100.00	03 12	8,100.00
	150.05	03 19	8,250.05
650.02		03 17	7,600.03
450.51		03 18	7,099.52
329.71		03 25	6,769.81
190.66		03 27	6,579.15
25.00		03 31	6,203.45

E58

KINGS COUNTY LAFAYETTE TRUST COMPANY

03 31

DATE OF BIRTH	DATE OF DEATH	DATE OF BURIAL
		6

DATE OF THIS DOCUMENT
04 30 69

6,291.65

... \$20

10/21 1980
1052.37

0.001.20

CODES

CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

~~CONFIDENTIAL~~

p30055466

**NOTIFY US OF ANY
CHANGE OF ADDRESS**

CHECKS AND OTHER DEBIT		DEPOSITS & OTHER CREDITS	DATE	BALANCE
800.00			04 10	5,493.65
50.00			04 14	5,443.65
329.71			04 23	5,113.94
236.00			04 25	4,877.94
50.00			04 29	4,827.94
386.66			04 30	4,441.28

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERROR OR IMPROPER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN FOURTEEN DAYS OF THE DELIVERY MAKING
THE FOLLOWING STATEMENT & RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

**NOTIFY US OF ANY
CHANGE OF ADDRESS**

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHER AT ONCE
THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF MEXICO UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERROR OR INAPPROPRIATE CHARGE TO THE ACCOUNT AS ORDERED UNLESS INFORMED IN WRITING OF IT WITHIN FORTY DAYS OF THE DELIVERY OF THE STATEMENT OR AVAILABILITY OF ANY STATEMENT AND CANCELLED VOUCHERS. FOR YOUR CONVENIENCE A DECLARATION FORM IS PRINTED ON EVERY VOUCHER.

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST PAYMENT	NAME OF PERSON/ISSUE	ISSUE TYPE	DATE OF CHECK/CAL	DATE OF THIS STATEMENT
05 29			10	06 30 AS
YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS	TOTAL AMOUNT OF CHECKS AND OTHER DEBITS	BALANCE AT END OF STATEMENT PERIOD	
3,918.57	.00	3,799.37	119.20	

CODES

CH - CREDIT MEMO
DN - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 203
030055466

NOTIFY US OF ANY
CHANGE IN ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

386.66
329.71
75.00
50.00
100.00
300.00
100.00
525.00

118.00

1,815.00

06 12 3,531.91
06 13 3,202.20
06 17 3,009.20
06 19 2,959.20
06 20 2,859.20
06 23 2,559.20
06 24 644.20
06 26 119.20

PLEASE EXAMINE STATEMENTS OF ACCOUNT AND VOUCHERS AT ONCE

THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY FOR THE CONTENTS OF THIS STATEMENT.

E61

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT
06 30

NUMBER OF REPORTS CREDITED	NUMBER OF DEBITS	NUMBER OF CHECKS CREDITED
2	10	7

DATE OF THIS STATEMENT
07 31 69

YOUR BALANCE AS BROUGHT ON PREVIOUS STATEMENT
110.20

TOTAL AMOUNT OF DEBITS AND OTHER CHARGES
11,094.50

TOTAL AMOUNT OF CREDITS AND OTHER DEBITS
8,340.28

BALANCE AS OF THE LASTING DATE
6,873.42

CODES

CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 801

ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEBITS & OTHER CHARGES	DATE	BALANCE
24.75			07 01	94.45
		8,100.00	07 10	8,194.45
100.00			07 15	8,094.45
329.71			07 18	7,764.74
110.00	2,994.50		07 22	4,652.24
386.66	386.66		07 23	3,878.92
		2,994.50	07 28	6,873.42

STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

THE MAINTENANCE OF THE ACCOUNT IS SUBJECT TO THE TERMS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY

E62

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST PAYMENT 07 31	NUMBER OF STOCKS OWNED 1	NUMBER OF BONDS OWNED 2	NUMBER OF MUTUAL FUNDS 5	DATE OF THE STATEMENT 08 29 69
TOTAL BALANCE 6,873.42	100.00	TOTAL BALANCE 1,280.43	BALANCE AS OF THE STATEMENT DATE 5,692.99	

CODES
 CM - CREDIT MEMO
 DM - DEBIT MEMO
 LB - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CREDIT CARD CHARGE

WILLIAM M RUFFIN
 21 IRVING PL
 BROOKLYN N Y 11238

PAGE 101

ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

329.71
 100.00
 110.00
 394.66
 344.06

100.00

08 01

6,973.02

08 12

6,643.71

08 13

6,543.71

08 14

5,425.71

08 15

6,039.05

08 28

5,692.99

THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE NEW YORK BANKING LAW AND THE TRUST COMPANY'S BYLAWS. THE TRUST COMPANY DISCLAIMS ANY LIABILITY FOR ANY LOSS OR DAMAGE TO THE ACCOUNT OR TO THE BALANCE THEREOF, INCLUDING ANY LOSS OR DAMAGE TO THE BALANCE OF THE ACCOUNT, WHETHER CAUSED BY THE TRUST COMPANY OR BY ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO, THEFT, FIRE, OR ANY OTHER CAUSE. THE TRUST COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ACCOUNT OR TO THE BALANCE THEREOF, INCLUDING ANY LOSS OR DAMAGE TO THE BALANCE OF THE ACCOUNT, WHETHER CAUSED BY THE TRUST COMPANY OR BY ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO, THEFT, FIRE, OR ANY OTHER CAUSE.

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT 09 30	NUMBER OF DEPOSITS CREDITS 4	DEPOSITOR NAME 9	NUMBER OF CHECKS DEBITS 10	DATE OF THIS STATEMENT 10 31 69
YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT 4,758.62	TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS 10,965.00		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS 14,648.77	BALANCE AS OF THIS STATEMENT DATE 1,074.85

CODES

CM CREDIT MEMO
DM DEBIT MEMO
LS LIST OF CHECKS
RT RETURN ITEM
SC SERVICE CHARGE
CC CREDITED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 801

ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

151.50
4,000.00
1,700.00

128.50

275.00

329.71

100.00

7,500.00

346.06

118.00

8,100.00 10 06

1,700.00 10 08

10 09

10 10

10 14

165.00 10 15

10 16

1,000.00 10 21

10 22

10 27

10 29

10 31

12,858.62

14,558.62

14,407.17

10,407.12

8,707.12

8,872.12

8,468.62

9,468.62

9,138.91

8,920.91

1,420.91

1,074.85

E65

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT
10 31

NUMBER OF CHECKS - OTHERS	NUMBER OF CHECKS	NUMBER OF CHECKS - OTHERS
2	4	5

DATE OF THIS STATEMENT
11 26 69

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT
1,074.65

YOUR BALANCE OF CHECKS AND OTHER DEBITS
2,000.00

YOUR BALANCE OF CHECKS AND OTHER CREDITS
944.37

BALANCE AS OF THIS STATEMENT DATE
2,110.48

CODES
 CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

PAGE 801

ACCOUNT NUMBER
 030055466

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		CREDITS AND OTHER CREDITS		DATE	BALANCE
386.66				11 07	688.19
30.00				11 19	658.19
100.00				11 20	558.19
		1,000.00		11 21	1,558.19
329.71				11 24	1,228.48
116.00		1,000.00		11 26	2,110.48

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE.
 IF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE, THE
 DEBITOR'S RESPONSIBILITY FOR PROPER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN
 TEN DAYS OF THE DATE VERY MARKED
 OF ANY STATEMENT AND CANCELLED VOUCHERS FOR YOUR CONVENIENCE A DECLARATION FORM IS PRINTED ON REVERSE SIDE

E66

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT
11 26

NUMBER OF DEPOSIT CHECKS	NUMBER OF OTHER CHECKS	NUMBER OF CHECKS CASHED
		5

DATE OF THIS STATEMENT
12 31 69

YOUR BALANCE AS BROUGHT ON PREVIOUS STATEMENT
2,110.48

TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS
.00

TOTAL AMOUNT OF CHECKS AND OTHER DEBITS
1,934.37

BALANCE AS OF END OF MONTH
176.11

CODES

CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM H RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

PAGE 101

ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSIT & OTHER CREDITS	DATE	BALANCE
386.66				12 02	1,723.82
1,000.00				12 05	723.82
329.71				12 12	394.11
100.00				12 16	294.11
110.00				12 16	176.11

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERROR OR IMPROPER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN FOURTEEN DAYS OF THE DELIVERY MAILING AND YOUR CONFORMANCE A DISCLOSURE FORM IS PRINTED ON REVERSE SIDE.

E67

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT
12 31

NUMBER OF DEPOSIT CERTIFICATES	DATE OF DEPOSIT	DATE OF MATURITY
1	2	3

DATE OF THIS STATEMENT
01 30 70

YOUR BALANCE AS CREDITED BY CHECKS AND DEBITS
176.11

TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS
8,100.00

TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS
5,153.58

BALANCE AS OF THE PREVIOUS STATEMENT
3,122.57

CODES

CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM M RUFFIN
 21 IRVING PL
 B'LYN N Y 11238

PAGE 001

ACCOUNT NUMBER
 030055466

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
65.45			01 05	110.46
		8,100.00	01 07	8,210.46
329.71			01 13	7,880.75
1,500.00			01 14	6,380.75
346.06			01 16	6,034.69
118.00	773.32		01 19	5,143.57
1,000.00			01 22	4,143.57
1,000.00	21.0000		01 28	3,122.57

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERROR IN OR SUPPLIER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN FOURTEEN DAYS OF THE DELIVERY, MAKING OR AVAILABILITY OF ANY STATEMENT AND CANCELLED VOUCHERS. FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE.

E68

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT
01 30

NUMBER OF CHECKS THIS MONTH	NUMBER OF CHECKS THIS MONTH	NUMBER OF CHECKS THIS MONTH
		4

DATE OF THIS STATEMENT
02 27 70

YOUR BALANCE AS SHOWN ON THIS STATEMENT
3,122.57

TOTAL DEBIT AMOUNT AS SHOWN ON THIS STATEMENT
1.00

TOTAL AMOUNT OF CHECKS AND OTHER DEBITS
761.37

BALANCE AT END OF STATEMENT DATE
2,361.20

CODES

CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 201
ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

25.00
20.00
329.71
386.66

02 11
02 17
02 25
02 27

3,097.37
3,077.37
2,747.86
2,361.20

PLEASE SIGN STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DECLARES RESPONSIBILITY FOR ANY ERROR SUCH AS IMPROPER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING UP IT WITHIN FOURTEEN DAYS OF THE DELIVERY HEREOF OR AVAILABILITY OF ANY STATEMENT AND CANCELLED VOUCHERS. FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE.

Kings Loan Office Bank

E69

02 77

DATE OF DEPOSIT

02 31 77

7,961.70

0.00

1,000.00

7,961.70

- CHKS
- CH - CREDIT MEMO
- DM - DEBIT MEMO
- LE - LIST OF CHECKS
- RT - RETURN ITEM
- SC - SERVICE CHARGE
- CC - CREDIT CARD

WILLIAM M. RHEFTN
21 IRVING PL
BKLYN N.Y. 11219

PAGE 101

30

NOTE: LIST ANY CHARGE OF INTEREST

CHECKS AND OTHER DEBITS

DEPOSITS AND CREDITS

BALANCE

189.77
280.07
1,000.00

200.00

03 01
03 04
03 20

1,991.83
1,711.36
711.36

The representation of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, marking or availability of any statement and corrected statement.

E70

Kings Lafayette Bank

DATE OF THE STATEMENT
06 30

NUMBER OF CHECKS DEPOSITED	NUMBER OF CHECKS CASHED	NUMBER OF CHECKS RETURNED
1	2	3

DATE OF THE STATEMENT
07 30 76

STATEMENT OF ACCOUNT
4,971.91

TOTAL DEBITS
7,500.00

TOTAL CREDITS
11,753.46

STATEMENT OF ACCOUNT
710.45

CODES

CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM W RUFFIN
 21 IRVING PL
 BKLYN N Y 11290

PAGE 001

ACCOUNT NO
01075406

NOTIFY US OF NAME
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DATE TYPE & AMOUNT

DATE

BALANCE

4,500.00
 500.00
 329.71
 169.37
 773.32
 15.00
 120.00

5,000.00
 340.06

7,500.00

05 08

12,471.91

05 05

7,971.91

05 06

2,471.91

05 08

1,796.14

05 12

1,626.77

05 13

853.45

05 20

838.45

05 28

710.45

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
 The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or
 improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mail up or availability of any statement and
 supporting vouchers.
 FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE PAGE

E71

Kings Lafayette Bank

DATE OF LAST STATEMENT
03 31

NUMBER OF DEPOSITS	NUMBER OF CHECKS	NUMBER OF CASH DEPOSITS
5	4	5

DATE OF THIS STATEMENT
04 30 70

YOUR BALANCE AS BROUGHT FORWARD
711.36

YOUR BALANCE OF DEPOSITS AND OTHER CREDITS
5,501.00

TOTAL BALANCE OF CHECKS AND OTHER DEBITS
1,240.45

BALANCE AS OF THE PRESENT DATE
4,971.91

CODES

- CM - CREDIT MEMO
- DM - DEBIT MEMO
- LS - LIST OF CHECKS
- RT - RETURN ITEM
- SC - SERVICE CHARGE
- CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BROOKLYN N Y 11238

6407-601
030755404

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
329.71		1.00	04 06	712.36
169.37			04 07	542.99
			04 09	213.24
306.64		5,500.00	04 24	5,713.24
329.71			04 27	5,383.53
25.00			04 28	4,996.01
			04 30	4,971.91

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AS ONCE

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or improper charge to, this account unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected version.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E72

Kings Lafayette Bank

DATE 02-17	ACCOUNT NO. 1000000000	AMOUNT 1000.00	DATE 02-17-70
100.00	1000.00	085.76	112.71

CASH
 ALL OTHER DEPOSITS
 ALL OTHER DEPOSITS
 ALL OTHER DEPOSITS
 ALL OTHER DEPOSITS
 ALL OTHER DEPOSITS
 ALL OTHER DEPOSITS

WILLIAM H. ROFFIN
 71 107 N. PL
 BRYN MAWR 19236

PAGE 001
 050095468

PAYEE'S OR ANY
 CHANGE OF ADDRESS

DEBITS AND OTHER DEBITS

MONTHLY SERVICE CHARGE

FLA

BALANCE

169.50
 136.60

325.71

1000.00
 00 10
 00 12
 00 15

1,718.45
 1,719.37
 000.71

E73

Kings Lafayette Bank



DATE OF THIS STATEMENT
06 30

NUMBER OF DEPOSITS CREDITED	NUMBER OF CHECKS DEBITED	NUMBER OF OTHER DEBITS
1	1	2

DATE OF THIS STATEMENT
07 31 70

YOUR BALANCE AS OF THE PREVIOUS STATEMENT
492.71

TOTAL DEPOSIT OF DEPOSITS AND OTHER CREDITS
7,500.00

TOTAL DEBIT OF CHECKS AND OTHER DEBITS
5,998.87

BALANCE AS OF THE PRESENT DATE
2,787.40

CODES
 CM CREDIT MEMO
 CM CREDIT MEMO
 LB LIST OF CHECKS
 RT RETURN ITEM
 SC SERVICE CHARGE
 CC CERTIFIED CHECK

WILLIAM M RIPPIN
 21 TRUTH PL
 BRLYN N Y 11238

ACCOUNT NUMBER
 030095044

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSIT & OTHER CREDITS	DATE	BALANCE
200.00			07 07	632.71
		7,500.00	07 09	8,132.71
329.71			07 10	7,803.00
159.37			07 13	7,643.63
344.64			07 16	7,298.99
4,000.00			07 17	3,298.99
159.37	329.71		07 30	2,787.40

Please examine statement of account and report errors at once.
 The maintenance of this account is subject to the provisions of the N.Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or
 longer charge to the account as rendered unless informed in writing of it within fifteen days of the delivery of the statement or availability of any statement and
 cancellation notices.
 FOR YOUR CONVENIENCE A SECONDARY RECORD IS FURNISHED ON OTHER SIDE

E74

Kings Lafayette Bank



DATE OF LAST STATEMENT
07 31

NUMBER OF CHECKS CASHED	NUMBER OF CHECKS DEPOSITED	NUMBER OF CHECKS RETURNED
	5	

DATE OF THIS STATEMENT
08 31 70

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT
2,747.89

YOUR BALANCE OF DEPOSITS AND OTHER CREDITS
.00

TOTAL BALANCE OF CHECKS AND OTHER DEBITS
1,375.59

BALANCE AS OF THE PRESENT DATE
1,372.30

CODES

CM CREDIT MEMO
DM DEBIT MEMO
LS LIST OF CHECKS
RT RETURN ITEM
SC SERVICE CHARGE
CC CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11230

PAGE 001

ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

386.66
180.00
200.00CC
368.93
240.00

08 03
08 06
08 21
08 27
08 28

2,361.23
2,181.23
1,981.23
1,612.30
1,372.30

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and the same convenience a reconciliation form is printed on reverse side

Kings Lafayette Bank



DATE OF LAST

STATEMENT

NUMBER OF

CHECKS DEPOSITED

DEPOSITED

DATE

NUMBER OF

CHECKS DEPOSITED

DATE OF THIS STATEMENT

10 30 70

YOUR BALANCE AS SHOWN

ON PREVIOUS STATEMENT

801.50

TOTAL AMOUNT OF

DEPOSITS AND OTHER CREDITS

1,000.00

TOTAL AMOUNT OF

CHECKS AND OTHER DEBITS

829.74

BALANCE AS OF THE

STATEMENT DATE

1,025.82

WILLIAM M. HUPPIN
21 IRVING PL
BRLYN N Y 11238

PAGE 801

ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

50.00
329.74
109.37
300.00

1,400.00

10 06

10 08

10 14

10 16

10 20

1,401.56

1,411.56

1,501.85

1,412.40

1,025.82

Kings Lafayette Bank

E77

DATE OF THIS STATEMENT 10 30	NUMBER OF STATEMENTS 1	PERIOD FROM 10 1	TO DATE 10 30
YOUR BALANCE AS SHOWN PREVIOUS STATEMENT 17025.00	YOUR BALANCE AS SHOWN THIS STATEMENT 17500.00	YOUR ACCOUNT NO. 14227-01	DATE OF THIS STATEMENT 11 30 70

CODES
 CM - CREDIT MEMO
 DM - DEBIT MEMO
 LB - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

**WILLIAM M HOFFIN
 21 IRVING PL
 BROOKLYN N Y 11230**

PAGE 001

ACCOUNT NUMBER
030055400

NOTIFY US OF ANY
 CHANGES OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
429.71				11 05	096.11
100.37	300.43			11 07	157.01
300.00				11 17	228.6500
			17500.00	11 30	17271.15

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E78 Kings Lafayette Bank



STATE OF NEW YORK
11 30

NUMBER OF CHECKS DEPOSITED	MONTHLY FEE	NUMBER OF CHECKS CASHED
4		

DATE OF THIS STATEMENT
12 31 70

YOUR BALANCE AS CREDITED
AND DEBITED TO YOUR ACCOUNT
1,271.15

TOTAL AMOUNT OF
DEPOSITS AND OTHER CREDITS
.00

TOTAL AMOUNT OF
CHECKS AND OTHER DEBITS
888.78

BALANCE AS OF THE
LAST DAY OF THE MONTH
382.37

CODES

CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

**WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238**

PAGE 101

ACTION NUMBER

030055666

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DATE

BALANCE

329.71
3.04SC
169.37
386.66

12 09
12 10
12 11
12 30

941.44
938.40
769.03
382.37

PLEASE EXAMINE STATEMENT OF ACCOUNT AND YOURS AS THEY

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing as availability of any statement or corrected vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

The statements of this account are subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in or omission from the account as recorded unless informed in writing of it within fourteen days of the delivery, making or availability of any statement and cancelled vouchers.

E79

Kings Lafayette Bank

DATE OF STATEMENT 12 31	BANK OF THE STATE OF NEW YORK 1	BRANCH PL	DATE OF THE LAST STATEMENT 01 29 71
TOTAL BALANCE AT BEGINNING OF PERIOD 382.37	TOTAL DEBIT OF CHECKS AND OTHER DEBITS 2,000.00	TOTAL CREDIT OF DEPOSITS AND OTHER CREDITS 1,314.67	BALANCE AT END OF PERIOD 1,087.70

- CM CASH MEMO
- DM DRAFT MEMO
- LC LIST OF CHECKS
- BY DEBITATION
- SC SERVICE CHARGE
- CC CREDITED CHECK

WILLIAM H RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 801

030055666

MONTH IN DE AND
CHANGE OF AMOUNT

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
329.71		2,000.00	01 07	2,329.71
169.37			01 11	2,059.64
368.93			01 13	1,690.71
366.06			01 18	1,324.65
40.00			01 19	1,284.65
20.00			01 21	1,087.70
			01 25	1,087.70

1971

E80

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

Kings Lafayette Bank

DATE OF THIS STATEMENT
01 29

NUMBER OF
CHECKS (DEBIT) 1

DATE OF THIS STATEMENT
02 24 71

YOUR BALANCE AS BROUGHT
FORWARD (CREDIT)
1,067.70

TOTAL DEBIT
CHECKS AND OTHER DEBITS
5,100.00

YOUR BALANCE AS
CARRIED OVER
5,609.24

YOUR BALANCE AS
CARRIED OVER
558.46

CODES
CM - CREDIT MEMO
DM - DEBIT - AD
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM W RUFFIN
21 IRVING PL
BKLYN N Y 11236

PAGE 201
010055444

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
2,000.00			5,100.00	02 01	4,167.70
101.50				02 02	4,167.70
600.00	500.00	1,500.50		02 03	2,069.70
329.71				02 04	1,845.75
21.50	169.37			02 08	1,135.09
386.66				02 09	944.17
				02 16	558.46

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

Kings Lafayette Bank

E81

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AS OURS
The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The bank disclaims responsibility for any loss in the
improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and
cancelled vouchers.
FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

Kings Lafayette Bank

STATEMENT DATE 02 25	NUMBER OF DEPOSITS (CASH) 1	NUMBER OF CHECKS 2	NUMBER OF CASH WITHDRAWALS 5	DATE FOR THIS STATEMENT 03 31 71
YOUR BALANCE AS SHOWN ON LAST STATEMENT 558.46	TOTAL AMOUNT OF DEPOSITS AND CASH WITHDRAWALS 3,000.00		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS 1,350.28	YOUR BALANCE AS OF THE STATEMENT DATE 2,208.18

CODES
CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM H. RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAOP-001

Account Number

030055066

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
25.00	30.00			
169.37		3,000.00	03 08	503.46
67.29			03 11	3,503.46
303.50			03 12	3,394.09
329.71			03 16	3,264.60
38.75	386.66		03 18	2,963.30
			03 19	2,633.59
			03 25	2,208.18

Kings Lafayette Bank

E82

ASSETS

1	2	3	04 10 71
1,000.00	1,000.00	1,011.94	1,526.72

WILLIAM W. BIEGIN
21 IRVING PL
MELYN N Y 11234

PAGE 801
030055016

1,000.00
142.37
67.22

320.71
166.93
186.66
100.00
500.00
90.00

04 05	1,208.18
04 08	1,038.81
04 09	871.52
<u>04 11</u>	<u>5,371.52</u>
04 14	5,001.81
04 19	8,672.88
04 20	8,286.22
04 24	8,186.22
04 27	3,886.22
04 30	3,596.22

2 COPIES OF
APRIL '71
Statement

E83

Kings Lafayette

01 11

1

2

3

04 30 71-

20,000.00

00,000.00

3,011.94

3,526.22

WILLIAM M RUFFIN
21 IRVING PL
BRKLYN N Y 11234

PAGE 801

030055066

1,000.00

140.37

67.22

320.71

144.93

184.66

100.00

500.00

90.00

00,000.00

04 05

04 08

04 09

04 13

04 14

04 19

04 20

04 24

04 27

04 30

1,200.18

1,038.81

971.52

5,371.52

5,001.81

8,672.88

4,286.22

4,186.22

3,486.22

3,596.22

E84

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or loss or damage to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected statement.

FOR YOUR CONVENIENCE A RECONCILIATION FUND IS MAINTAINED BY THE BANK

Kings Lafayette Bank

DATE OF STATEMENT	PERIOD OF STATEMENT	DATE OF STATEMENT	DATE OF STATEMENT
05 28 71	05 28 71	05 28 71	05 28 71
3,496.22	5,200.00	4,397.03	4,199.19

CODES
 CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM M. LUFFIN
 21 IRVING PL
 BKLYN N.Y. 11238

PAGE 201
 ACCOUNT NUMBER
 01005506A

NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
320.71			3,000.00	05 07	6,496.22
67.27	169.37	306.64		05 10	6,244.41
20.00				05 12	5,944.19
300.04	1,100.00			05 13	5,621.12
24.03				05 14	4,723.12
2,000.00			2,200.00	05 18	4,123.12
				05 24	4,199.19

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or loss or damage to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and corrected statement.

E85

Your Balance As Shown On Previous Statement 74,235.32	Total Amount Paid Deposits & Other Credits 37,649.60	Total Amount Received Checks and Other Debits 32,144.50	Balance As of This Statement Date 31,740.42
--	---	--	--

CODES: CM CREDIT MEMO AT RETURN ITEM Number of Deposits Credits **11** Deposited Items **116** Number of Checks Debits **223**
 SC SERVICE CHARGE CC CERTIFIED CHECK

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Date of Last
Statement
5/28/71

Date of This
Statement
6/30/71

Account Number
030055466

WILLIAM M RUFFIN
21 INVING PL
9KLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS
CHECKS AND OTHER ITEMS

DAY

1	217.21
2	329.71
	67.29
	169.37
3	1,626.00
	1,000.00
7	386.66
8	50.00
26	500.00

2,200.00

1,900.00

Your Balance As Shown On Previous Statement 4,394.19	Total Amount Paid Deposits & Other Credits 4,100.00	Total Amount Received Checks and Other Debits 4,346.24	Balance As of This Statement Date 4,152.95
---	--	---	---

CODES: CM CREDIT MEMO AT RETURN ITEM Number of Deposits Credits **2**
 SC SERVICE CHARGE CC CERTIFIED CHECK

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E86

Your Balance As Shown On Previous Statement 31,740.42	Total Amount Of Deposits And Other Credits 36602.10	Total Amount Of Checks And Other Debits 48702.12	Balance As Of This Statement Date 19,560.48
CODES: CM CREDIT MEMO RT RETURN ITEM SC SERVICE CHARGE CC CERTIFIED CHECK		Number Of Deposits Credits 11	Number Of Checks Debits 92
		Number Of Checks Debits 322	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings County Bank

6/30/71

7/30/71

 Account Number
030055466

 WILLIAM M RUFFIN
 81 IRVING PL
 BKLYN N Y 11230

 Page Number
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND OTHER CREDITS DAY

 829.71
 169.37
 67.29
 388.66

 500.00
 2,400.00

 6
 8
 9
 13

Your Balance As Shown On Previous Statement 4,152.95	Total Amount Of Deposits And Other Credits .00	Total Amount Of Checks And Other Debits 4053.03	Balance As Of This Statement Date 99.92
CODES: CM CREDIT MEMO RT RETURN ITEM SC SERVICE CHARGE CC CERTIFIED CHECK		Number Of Deposits Credits 6	Number Of Checks Debits 6

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Your Balance As Shown On Previous Statement 10,940.00	Total Amount Of Deposits And Other Credits 42124.67	Total Amount Of Checks And Other Debits 47440.79	Balance As Of This Statement Date 24,115.17
--	---	--	--

CODES: CM CREDIT MEMO RT RETURN ITEM SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

Number Of Deposits Made 15	Deposited Items 164	Number Of Checks Deposited 289
---	----------------------------------	---

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

Date Of Last Statement 9/30/71	Date Of This Statement 8/31/71	Account Number 030055044
---	---	------------------------------------

WILLIAM W RUFFIN
 21 IRVING PL.
 NEWLYN N Y 11210

Page Number **1**

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS
-------------------------	----------------------------

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS
120.71	1,000.00 5
67.30	
169.17	1,100.00 20
100.00	27

Your Balance As Shown On Previous Statement 20.00	Total Amount Of Deposits And Other Credits 2100.00	Total Amount Of Checks And Other Debits 444.17	Balance As Of This Statement Date 1,533.45
--	--	--	---

CODES: CM CREDIT MEMO RT RETURN ITEM SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

Number Of Deposits Made 2	Deposited Items 1	Number Of Checks Deposited 1
--	--------------------------------	---

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

2 COPIES OF
 AUG. 71 STATEMENT

10,000.00	42378.67	67880.78	Balance As Of This Statement Date 24,015.37
CODES: CREDIT MEMO DEBIT MEMO RT RETURN ITEM CC CERTIFIED CHECK	19	184	205

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

9/30/71	9/30/71	Account Number 030055864
WILLIAM W. GIFFIN 91 IRVING PL BURLYN N Y 11510		Page Number 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSIT, CASH/CREDIT	Day
170.71	1,000.00	9
67.79		9
180.17		10
100.00	1,100.00	20
		27

Your Balance As Shown On Previous Statement 00.00	+	To Amount Of Deposits And Other Credits 2100.00	=	To Amount Of Withdrawals And Other Debits 448.17	=	Balance As Of This Statement Date 1,651.83
CODES: CREDIT MEMO DEBIT MEMO RT RETURN ITEM CC CERTIFIED CHECK						

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

E89

Your Balance As Shown On Previous Statement 24,015.37	Total Amount Of Deposits And Other Credits 41,941.00	Total Amount Of Checks And Other Debits 36,002.70	Balance As Of This Statement Date 29,113.74
--	--	---	--

CODES: CM CREDIT MEMO RT RETURN ITEM
 SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Statement Date 8/31/71	Statement Month 8/30/71	Account Number 030055466
WILLIAM H RUFFIN 21 IRVING PL BROOKLYN N Y 11238		Page Number 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND OTHER CREDITS

67.29			18
5.00	109.37		19
31.29	125.00		20
4.77		346.09	21
500.00			22
329.71			27
773.32			29

Your Balance As Shown On Previous Statement 1,533.55	Total Amount Of Deposits And Other Credits 1,900.00	Total Amount Of Checks And Other Debits 2,352.44	Balance As Of This Statement Date 1,081.11
---	---	--	---

CODES: CM CREDIT MEMO RT RETURN ITEM
 SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E90

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT
29,113.78	59101.71	55218.82	13,036.61
CM CREDIT MEMO	NT RETURN ITEM	SC SERVICE CHARGE	CC CREDITED CHECK
		0	78
			299

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Wells Fargo Bank

0/30/71 10/20/71

030055406

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS AND CREDITS	MAY
32.06			15
67.29			18
169.37			20
	329.71		
68.00			26
750.55			27
	120.00		28
		1,000.00	

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS	TOTAL AMOUNT OF CHECKS AND OTHER DEBITS	BALANCE AS OF THIS STATEMENT DATE
1,001.11	1,000.00	1,140.24	1,000.11
CM CREDIT MEMO	NT RETURN ITEM	SC SERVICE CHARGE	CC CREDITED CHECK
		1	2
			7

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E91

Your Balance As Shown On Previous Statement 32,036.17	Total Amount Of Deposits And Other Credits 10036.83	Total Amount Of Checks And Other Debits 10918.44	Balance As Of This Statement Date 31,156.56
--	---	--	--

CODES: CM-CREDIT MEMO RT-RETURN ITEM
 SC-SERVICE CHARGE CC-CERTIFIED CHECK
 DM-DEBIT MEMO

Number Of Deposits	Credits Total	Number Of Checks
12	125	290

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank



Date of Last Statement 10/29/71	Date of This Statement 11/30/71	Account Number 030055466
WILLIAM M RUFFIN 21 IRVING PL BKLYN N Y 11238		Page Number 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DAY
25.00			5
22.77	25.00		10
329.71		125.89	11
67.29			16
169.37	100.00		24
1,000.00		8,029.44	

Your Balance As Shown On Previous Statement 1,044.13	Total Amount Of Deposits And Other Credits 8029.44	Total Amount Of Checks And Other Debits 1865.04	Balance As Of This Statement Date 1,208.54
---	--	---	---

CODES: CM-CREDIT MEMO RT-RETURN ITEM
 SC-SERVICE CHARGE CC-CERTIFIED CHECK
 DM-DEBIT MEMO

Number Of Deposits	Credits Total	Number Of Checks
		9

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Your Balance As Shown On Previous Statement 31,156.56	Total Amount Of Deposits And Other Credits 50123.6	Total Amount Of Checks And Other Debits 47575.60	Balance As Of This Statement Date 33,704.52
CODES: CM CREDIT MEMO SC SERVICE CHARGE DM CREDIT MEMO	RT RETURN ITEM CC CERTIFIED CHECK	Number Of Deposits Credits 12	Number Of Checks Debits 124 268

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Date 11/30/71	Date 12/31/71	Account Number 0300-3406
WILLIAM H RUFFIN 21 IRVING PL BKLYN N.Y. 11238		Page Number 1
PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS		
CHECKS AND OTHER DEBITS		DEPOSITS AND OTHER CREDITS
10.00 67.29 151.19 272.00 30.50 35.00 186.16 91.28 73.00	773.32 169.37 329.71 713.00 200.00	5,000.00 10 14 20 21 24 30
Your Balance As Shown On Previous Statement 7,208.54		Total Amount Of Deposits And Other Credits 5000.00
Total Amount Of Checks And Other Debits 3270.34		Balance As Of This Statement Date 8,938.10
CODES: CM CREDIT MEMO SC SERVICE CHARGE DM CREDIT MEMO	RT RETURN ITEM CC CERTIFIED CHECK	Number Of Deposits Credits 1 2 14

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E93

347.92

3397.71

61,308.06

13

157

271

12/31/71

1/31/72

Account Number

030055666

Branch

1

WILLIAM H. RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS DEPOSITED

CASH DEPOSITS & OTHER CREDITS

272.00
67.29
160.37
200.00
400.00
500.00
68.04
386.66

500.00

7
11
12
13
14
19
20
21

Your Balance As Shown
On Previous Statement

6,912.16

Total Amount Of
Deposits And
Other Credits

.00

Total Amount Of
Checks And
Other Debits

2564.26

Balance As Of This
Statement Date

6,347.92

CODES:

CM CREDIT MEMO

SC SERVICE CHARGE

DM DEBIT MEMO

RT RETURN ITEM

CC CERTIFIED CHECK

Number Of

Deposits/Credits

Deposited

Items

Number Of

Checks/Debits

9

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

1972

STATEMENT FOR MONTH OF AUGUST EXPOSED

E94

31,721.76

32613.34

29731.75

34,609.36

CODES: CM - CREDIT MEMO RT - RETURN ITEM
SC - SERVICE CHARGE CC - CERTIFIED CHECK

NUMBER OF DEPOSITS CREDITS
14 82 213

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Mayville Bank

1/31/72

2/29/72

Account Number

030055466

Page Number

1

WILLIAM M. RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

DAY

1,320.00

500.00

160.37

272.00

67.29

386.66

50.00

15.26

600.00

2,000.00

100.00

2,000.00

2,500.00

Your Balance As Shown
On Previous Statement

6,347.92

Total Amount of
Deposits and
Other Credits

4500.00

Total Amount of
Checks and
Other Debits

5440.58

Balance As of This
Statement Date

5,367.34

CODES: CM - CREDIT MEMO
SC - SERVICE CHARGE
DM - DEBIT MEMO

RT - RETURN ITEM
CC - CERTIFIED CHECK

NUMBER OF DEPOSITS CREDITS
2 1 11

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

E95

Your Balance As Shown On Previous Statement 30,975.06	Total Amount Of Deposits And Other Credits 806.90	Total Amount Of Checks And Other Debits 8306.56	Balance As Of This Statement Date 30,645.36
--	---	---	--

CODES: CM CREDIT MEMO RT RETURN ITEM
 SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

Number Of Deposits Credits	Number Of Checks Debits
15	120

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Date Of Last Statement 2/29/72	Date Of This Statement 3/31/72	Account Number 030055466
---	---	--

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

Page Number

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS AND OTHER CREDITS	
2,500.00			2
2,000.00CC			3
67.29			4
169.37	510.75	2,500.00	9
272.00			14
222.90			15
411.67		2,500.00	20
3,200.00		1,000.00	23
50.00	100.00		24
		500.00	

Your Balance As Shown On Previous Statement 5,367.34	Total Amount Of Deposits And Other Credits 6000.00	Total Amount Of Checks And Other Debits 10003.98	Balance As Of This Statement Date 1,363.36
---	--	--	---

CODES: CM CREDIT MEMO RT RETURN ITEM
 SC SERVICE CHARGE CC CERTIFIED CHECK
 DM DEBIT MEMO

Number Of Deposits Credits	Number Of Checks Debits
3	2

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As Of This Statement Date
30,645.38	36980.54	41156.71	26,169.23

CODES: CM- CREDIT MEMO RT- RETURN ITEM
SC- SERVICE CHARGE CC- CERTIFIED CHECK
DM- DEBIT MEMO

Number Of Deposits 1184 Number Of Checks 1778

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

Date Of Last
Statement
3/31/72

Date Of This
Statement
4/28/72

Account Number
030055466

WILLIAM K RUFFIN
21 IRVING PL
BKLYN N Y 11238

Page Number
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND CREDITS (DAY)

272.00
67.29
169.37
208.26
172.25

218.12
386.66

1,000.00 6

10

11

12

2,570.00 13

14

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As Of This Statement Date
1,363.36	3500.00	1,176.42	3,686.94

CODES: CM- CREDIT MEMO RT- RETURN ITEM
SC- SERVICE CHARGE CC- CERTIFIED CHECK
DM- DEBIT MEMO

Number Of Deposits 1184 Number Of Checks 1778

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

25,469.23	43040.97	44001.00	25,610.40
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CODES: CM-CREDIT MEMO RT-RETURN ITEM
 SC-SERVICE CHARGE CC-CERTIFIED CHECK
 DA-DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

4/28/72 9/31/72 Account Number: 030095406
 Post Number: 1

WILLIAM H RUFFIN
 21 IRVING PL
 BROOKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

DEPOSITS AND CREDITS			DEBITS AND DEBITS
250.00			1
149.37			2
67.29			3
396.66	372.00	500.00	4
	411.67		5
275.50			6
			7
			8
			9
			10
			11
			12
			13
			14
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			16
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			91
			92
			93
			94
			95
			96
			97
			98
			99
			100

Your Balance As Shown On Previous Statement 3,369.41	Total Amount Of Deposits And Other Credits 2500.00	Total Amount Of Checks And Other Debits 2332.49	Balance As Of This Statement Date 3,536.92
---	--	---	---

CODES: CM-CREDIT MEMO RT-RETURN ITEM
 SC-SERVICE CHARGE CC-CERTIFIED CHECK
 DA-DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank E98

Date Of Last Statement
5/31/75

Date Of This Statement
6/30/75

Account Number
03005546

William M. Ruffin
21 Irving Pl.
Bklyn., N.Y.

Page Number

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DAY
313.53	700.00		2
67.29	411.67	700.00	5
169.37	272.00		7
		2,500.00	8
386.66			12
411.67			21
386.66			30

Balance As Of Last Statement
3,536.92

Total Amount Of Deposits And Other Credits
3200.00

Total Amount Of Checks And Other Debits
3118.82

Balance As Of This Statement Date
3618.07

FOR CREDIT MEMO RT. RETURN ITEM
BY SERVICE CHARGE CC. CERTIFIED CHECK
CASH DEBIT 40

NUMBER OF DEPOSITS & CREDITS	NUMBER OF CHECKS & DEBITS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

37,319.74	62370.00	63030.17	30,662.45
CM CREDIT MEMO	MT RETURN ITEM	Number of Deposits Credits	Number of Checks Debits
CM SERVICE CHARGE	CC CERTIFIED CHECK	17	122
CM DEBIT MEMO			263

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

6/30/72 7/31/72 Account Number 030059466

Page Number 1

WILLIAM W RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US BY ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS DEPOSITS AND CREDITS DAY

169.37	272.00		5
67.29		11,200.00	6
6,750.00			7
250.00			10
500.00			11
250.00			12
386.66	1,500.00		13
2,000.00			14
100.00	500.00	2,500.00	17
			19

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As Of This Statement Date
3,618.07	13700.00	12745.32	4,572.75

CODES: CM CREDIT MEMO MT RETURN ITEM Number of Deposits Credits Number of Checks Debits

SC SERVICE CHARGE CC CERTIFIED CHECK 2 12

DM DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

E100

MONTH OF

AUGUST 1972

FILM EXPOSED

Kings Lafayette Bank



E101

Statement
8/31/72

8/29 72

Account Number
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

Page Number
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND OTHER CREDITS

7	169.37			
8	272.00	500.00		
13	7.29	386.66		
19	35.00			
	29.60	252.69		
			3,519.07	

3,229.93

351.00

1712.41

5,717.12

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO

WE RETURN ITEM
CC CREDITED CHECK
AC AUTOMATIC CHARGE ITEM

1 2 3 4

E102

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	YOUR AMOUNT OF DEBITS AND OTHER DEBITS	YOUR AMOUNT OF CHECKS AND OTHER CREDITS	BALANCE AS OF THIS STATEMENT DATE
33,721.82	3785.95	570.30	36,937.47

CODES:

CM CREDIT MEMO	RT RETURN ITEM	Number Of Deposits Credits	Debit Items	Number Of Checks Debits
SC SERVICE CHARGE	CC CERTIFIED CHECK	12	114	248
DM DEBIT MEMO	AC AUTOMATIC CHARGE (HCO)			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

King's Lafayette Bank

DATE OF LAST STATEMENT	DATE OF THIS STATEMENT	Account Number
9/29/72	10/31/72	030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

Page Number
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DAY
16.00			2
169.37	272.00	9.89	6
67.29	2,500.00		10
412.08			19
1,588.16			25
407.56		2,500.00	30
			31

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT	YOUR AMOUNT OF DEBITS AND OTHER DEBITS	YOUR AMOUNT OF CHECKS AND OTHER CREDITS	BALANCE AS OF THIS STATEMENT DATE
5,717.32	2509.89	5432.46	2,794.75

CODES:

CM CREDIT MEMO	RT RETURN ITEM	Number Of Deposits Credits	Debit Items	Number Of Checks Debits
SC SERVICE CHARGE	CC CERTIFIED CHECK	2	2	1
DM DEBIT MEMO	AC AUTOMATIC CHARGE (HCO)			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

59,021.13	1351.01	3600.95	57,977.11
CM - CREDIT MEMO	SC - SERVICE CHARGE	CC - CERTIFIED CHECK	AC - AUTOMATIC CHANGE (HDI)
16	123	241	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

10/31/72	11/30/72	Account Number 030055866
WILLIAM M RUFFIN 21 IRVING PL BKLYN N Y 11238		Page Number 1
PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS		

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS	DAY
272.00		6
67.29		8
169.37		9
773.12		16
	2,500.00	17

Your Balance As Shown On Previous Statement 2,798.75	Total Amount Of Deposits And Other Credits 2500.00	Total Amount Of Checks and Other Debits 1281.95	Balance As Of This Statement Date 4,012.77
CM - CREDIT MEMO	SC - SERVICE CHARGE	CC - CERTIFIED CHECK	AC - AUTOMATIC CHANGE (HDI)
1	2	4	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

57577.33

32869.90

45432.41

44814.82

E104

Number of
Deposits Made

11

Number of
Checks Cash

283

Number of
Checks Deposited

175

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Lafayette Bank

11/30/72

12/29/72

Account Number

030055866

WILLIAM H RUFFIN
21 IRVING PL
BKLYN N Y 11238

Telex Number

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & CREDITS

19.00
45.33
500.00
171.88
786.66
90.00272.00
67.29

169.37

3,000.00

2,500.00

6
7
11
12
14
26Your Balance as of
Close of Business Statement

4,012.77

Total Deposits
Made During Month

2500.00

Total Checks
Cash During Month

4677.53

1,935.26

CODES

CM CREDIT MEMO

SC SERVICE CHARGE

DM DEBIT MEMO

RT RETURN ITEM

CC CERTIFIED CHECK

AC AUTOMATIC CHARGE (H III)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

2 COPIES OF SAME
STATEMENTSEE 2ND
COPY

432.81		44,814.82	
11	283	175	

STATEMENT AND RECONCILIATION FORM

11/1/72	12/29/72	Account Number 030055866
WILLIAM H. GUTIN 21 1ST ST PL BKLYN N.Y. 11238		Page Number 1

PLEASE PRINT IF YOU HAVE CHANGED OF ADDRESS

			DEPOSITS & OTHER CREDITS	DAY
15.00	272.00			6
48.31	87.29	169.37		7
500.00				11
171.88				12
356.06	3,000.00		2,900.00	18
50.00				26

Your Balance As shown On Previous Statement	Total Amount of Deposits And Other Credits	Total Amount of Checks And Other Debits	Balance Forward From Previous Statement
4,012.77	2500.00	4677.53	1,835.24

CODES:
 CM - CREDIT MEMO
 SC - SERVICE CHARGE
 DM - DEBIT MEMO
 RT - RETURN ITEM
 CC - CERTIFIED CHECK
 AC - AUTOMATIC CHARGE (CC)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Account Number 42-327-01	Current Balance 14762.35	Previous Balance 5282.40	Balance as of This Statement Date 51,947.16
CODES CM CREDIT MEMO SC SERVICE CHARGE DM DEBIT MEMO	RT RETURN ITEM CC CERTIFIED CHECK AC AUTOMATIC CHARGE (HCB)	Number of Deposits Credits 15	Number of Withdrawals Debits 222

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Hafayette Bank		
Date of this Statement 12/29/72	Date of this Deposit 1/31/73	Account Number 030055466
WILLIAM H. RUFFIN 21 IRVING PL BROOKLYN N.Y. 11238		Page Number 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHARGES AND OTHER DEBITS		DEPOSITS AND OTHER CREDITS	DAY
100.00	100.00	2,500.00	3
67.29	272.00		8
169.37			9
407.56			11
22.00			16
500.00			18
386.66			19
15.00			22
35.00			23

Your Balance as Shown On Previous Statement 1,475.24	Total Amount of Deposits and Other Credits 2500.00	Total Amount of Charges and Other Debits 2074.84	Your Balance as of This Statement Date 2,500.16
CODES CM CREDIT MEMO SC SERVICE CHARGE DM DEBIT MEMO	RT RETURN ITEM CC CERTIFIED CHECK AC AUTOMATIC CHARGE (HCB)		

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

1973

E107

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As of This Statement Date
91,847.10	62724.47	72684.97	81,886.66

CODES:

CM - CREDIT MEMO	RT - RETURN ITEM	Number Of Deposits Credits	Number Of Checks Debits	Number Of Automatic Debits
SC - SERVICE CHARGE	CC - CERTIFIED CHECK	19	105	194
DM - DEBIT MEMO	AC - AUTOMATIC CHANGE (ICD)			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Date of Last
Statement

1/31/73

Date of This
Statement

2/28/73

Account Number

030055464

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

Page Number

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

50.00	
100.00	500.00
67.29	272.00
100.00	169.37
386.66	

1	
2	
6	700.00
13	
15	2,500.00
21	

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As of This Statement Date
2,260.36	3200.00	1645.12	3,815.04

CODES:

CM - CREDIT MEMO	RT - RETURN ITEM	Number Of Deposits Credits	Number Of Checks Debits	Number Of Automatic Debits
SC - SERVICE CHARGE	CC - CERTIFIED CHECK	2	3	4
DM - DEBIT MEMO	AC - AUTOMATIC CHANGE (ICD)			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

43,511.73

1,000.00

1,000.00

39,399.97

10

96

201

2/28/73

3/30/73

030059466

WILLIAM A. RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF

67.29
9.60
386.66
272.00
2,000.00

DEPOSITS AND CREDITS

2,500.00

5
7
12
13
19
28

Your Balance As Shown
On Previous Statement

3,815.04

Total Amount Of
Deposits And
Other Credits

2500.00

Total Amount Of
Checks And
Other Debits

2735.55

Balance As Of This
Statement Date

3,579.49

CODES:

CM- CREDIT MEMO
SC- SERVICE CHARGE
DM- DEBIT MEMO

RT- RETURN ITEM
CC- CERTIFIED CHECK
AC- AUTOMATIC CHARGE (NCO)

Non-Certified

Certified

Uncertified

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Island Bank, N.Y.

ION AND RE-OSCILLATION FORM

030055466

Page Number: 1

1

[illegible]

IN POSITIVE & QUANTITATIVE DATA

20

2,500.00

1940

5,004.50

RECEIVED BY THE DIRECTOR OF THE FBI
JAN 10 1964

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECOMMENDATIONS FOR USE

Kings Lafayette Bank

10-15-54

E110

7-754155

1113.10

52074-73

TOTAL ASSETS

STATEMENT LIST

37-793.00

20

124

201

ALION AND RECOGNITION FORM

5/30/73

5/31/73

AMOUNT DEDUCTIBLE

030055466

PAGE NUMBER

1

WILLIAM H. HOFFMAN
21 IRVING BL
BROOKLYN N.Y. 11238

PLEASE ADVISE IF ANY CHANGE OF ADDRESS

CHANGES FROM PREVIOUS STATEMENT

DEBIT CREDIT

DAY

500.00
272.00
67.29
386.66

250.00
21.57
1,000.00

375.00

407.56

2,500.00

3
4
6
9
15
28
30
31

Your Balance As Shown
On Previous Statement

5,003.54

Total Amount Of
Deposits And
Other Credits

2,500.00

Total Amount Of
Checks And
Other Debits

3,000.00

Balance Forward

4,223.54

CODES:

CM - CREDIT MEMO
SC - SERVICE CHARGE
DM - DEBIT MEMO

RY - RETURN ITEM
CC - CERTIFIED CHECK
AC - AUTOMATIC CHANGE (DED)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RETURN TO PAYEE

Your Balance As Shown On Previous Statement 37,793.00	Total Amount Of Deposits And Other Credits 55,115.22	Total Amount Of Checks And Other Debits 39,998.72	Balance As Of This Statement Date 53,909.50
--	--	---	--

COOLS:

CM- CREDIT MEMO	RT- RETURN ITEM
SC- SERVICE CHARGE	CC- CERTIFIED CHECK
OM- DEBIT MEMO	AC- AUTOMATIC CHARGE (NCD)

Number Of Deposits/Credits	Deposited Items	Returned (Checks/Debits)
20	107	246

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank 		
Date of Last Statement 5/31/73	Date of This Statement 6/29/73	Account Number 030055466
WILLIAM M RUFFIN 21 IRVING PL BKLYN N Y 11238		Page Number 1

DAY	CHECKS AND OTHER DEBITS		DEBITS & OTHER DEBITS
6			50.00
11	67.29	150.00	5
12	272.00		6
14	386.66		8
	250.00		13
	45.00		14
	250.00		15
	3,500.00		2,500.00
			25

E112

Your Balance As Shown On Previous Statement 55,558.87	Total Amount Of Deposits And Other Credits 17515.55	Total Amount Of Checks And Other Debits 26802.21	Balance As Of This Statement Date 46,272.21
--	---	--	--

CODES: CM - CREDIT MEMO RT - RETURN ITEM BC - SERVICE CHARGE CC - CERTIFIED CHECK DB - DEBIT MEMO AC - AUTOMATIC CHARGE (NCD)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank		Account Number 030055466
Date 6/29/73	Statement Date 7/31/73	Page Number 1
WILLIAM M RUFFIN 21 IRVING PL BKLYN N Y 11238		
PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS		
CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DAY
272.00		2
67.29		3
386.66		6
350.00	2,500.00	13
50.00		16
600.00		

Your Balance As Shown On Previous Statement 1,852.51	Total Amount Of Deposits And Other Credits 2500.00	Total Amount Of Checks And Other Debits 1725.95	Balance As Of This Statement Date 2,626.56
---	--	---	---

CODES: CM - CREDIT MEMO RT - RETURN ITEM BC - SERVICE CHARGE CC - CERTIFIED CHECK DB - DEBIT MEMO AC - AUTOMATIC CHARGE (NCD)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

Your Balance As Shown On Previous Statement 65,356.70	Total Amount Of Deposits And Other Credits 10054.65	Total Amount Of Checks And Other Debits 25,392.44	Balance As Of This Statement Date 50,018.91
--	---	---	--

CODES: CM-CREDIT MEMO RT-RETURN ITEM DE-DEBIT MEMO
 SC-SERVICE CHARGE CC-CERTIFIED CHECK AC-AUTOMATIC CHARGE (NCD)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E113

Kings Lafayette Bank

Date Of Last Statement 7/31/73	Date Of This Statement 8/31/73	Account Number 030055466
---	---	------------------------------------

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS (DAY)
206.20		1
272.00		1
67.29		1
1,000.00		11
100.50RT		1A
386.66		21
		6,600.00

Your Balance As Shown On Previous Statement 2,626.56	Total Amount Of Deposits And Other Credits 6670.00	Total Amount Of Checks And Other Debits 2037.65	Balance As Of This Statement Date 7,193.91
---	--	---	---

CODES: CM-CREDIT MEMO RT-RETURN ITEM DE-DEBIT MEMO
 SC-SERVICE CHARGE CC-CERTIFIED CHECK AC-AUTOMATIC CHARGE (NCD)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Your Balance As Shown On Previous Statement 48,695.01	Total Amount Of Deposits And Other Credits 23563.90	Total Amount Of Checks And Other Debits 12976.70	Balance As Of This Statement Date 59,282.21
--	---	--	--

CODES CM- CREDIT MEMO SC- SERVICE CHARGE DM- DEBIT MEMO	RT- RETURN ITEM CC- CERTIFIED CHECK AC- AUTOMATIC CHARGE (ICD)	Number Of Deposits Credits 17	Deposited Items 75	Number Of Checks Debits 174
--	--	--	---------------------------------	--

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

Date Of Last Statement 8/31/73	Date Of This Statement 9/28/73	Account Number 030055466
WILLIAM M RUFFIN 21 IRVING PL. BKLYN N Y 11238		Page Number 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS AND OTHER CREDITS	
67.29		1,100.00	6
35.00			12
352.08	6,413.37		18
272.00			19
			24

Your Balance As Shown On Previous Statement 7,193.01	Total Amount Of Deposits And Other Credits 1100.00	Total Amount Of Checks And Other Debits 7539.74	Balance As Of This Statement Date 754.27
---	--	---	---

CODES CM- CREDIT MEMO SC- SERVICE CHARGE DM- DEBIT MEMO	RT- RETURN ITEM CC- CERTIFIED CHECK AC- AUTOMATIC CHARGE (ICD)	Number Of Deposits Credits 1	Deposited Items 3	Number Of Checks Debits 5
--	--	---	--------------------------------	--

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank

E114

Your Balance As Shown On Previous Statement 7,597.05	Total Amount Of Deposits And Other Credits .00	Total Amount Of Checks And Other Debits 580.74	Balance As Of This Statement Date 7,016.31
CREDIT MEMO CC - SERVICE CHARGE DM - DEBIT MEMO		RT - RETURN ITEM CC - CERTIFIED CHECK AC - AUTOMATIC CHARGE (ICD)	
		Number Of Deposits Credited 82	Deposited Items 82

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION TIPS

Kings Lafayette Bank

Date Of Last
Statement
9/28/73

Date Of This
Statement
10/31/73

Account Number
030055466

**WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238**

Page Num Per
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND OTHER CREDITS

**67.29
100.00
272.00**

**100.00
2,500.00**

Your Balance As Shown On Previous Statement 750.17	Total Amount Of Deposits And Other Credits 2000.00	Total Amount Of Checks And Other Debits 430.24	Balance As Of This Statement Date 2,019.93
CREDIT MEMO CC - SERVICE CHARGE DM - DEBIT MEMO		RT - RETURN ITEM CC - CERTIFIED CHECK AC - AUTOMATIC CHARGE (ICD)	
		Number Of Deposits Credited 7	Deposited Items 7

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION TIPS

E116

7,016.71

.00

.00

7,016.71

MEMBER MEMO
 DEBIT MEMO
 DEBIT MEMO
 DEBIT MEMO

MEMBER MEMO
 DEBIT MEMO
 DEBIT MEMO
 DEBIT MEMO

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECOMMENDATIONS

Kings Lafayette Bank

Date of last statement

10/31/73

Date of this statement

11/30/73

030055466

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11236

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

173.32

67.29

85.00

15.00

530.00

272.00

413.64

420.71

2,585.61

5

7

6

14

16

26

2,914.88

2585.00

2546.96

2,902.92

MEMBER MEMO
 DEBIT MEMO
 DEBIT MEMO
 DEBIT MEMO

MEMBER MEMO
 DEBIT MEMO
 DEBIT MEMO
 DEBIT MEMO

Kings Lafayette Bank

E117

Your Balance As Shown On Previous Statement 6,380.23	Total Amount Of Deposits And Other Credits .00	Total Amount Of Checks And Other Debits 728.90	Balance As Of This Statement Date 5,651.43
---	--	--	---

CODES: CM CREDIT MEMO BY RETURN ITEM Number Of
 SC SERVICE CHARGE CC CERTIFIED CHECK Deposited Number Of
 DM DEBIT MEMO AC AUTOMATIC CHANGE (ACD) Items Checks/Credits
 RC CHRISTMAS CLUB

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Elizabethtown Bank

Date Of Last Statement 11/30/73	Date Of This Statement 12/31/73	Account Number 030055466
--	--	------------------------------------

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

Page Number
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DAY
131.00			100.00	1
136.00				10
67.29				11
386.66	386.66			17
75.00				28

Your Balance As Shown On Previous Statement 2,907.42	Total Amount Of Deposits And Other Credits 100.00	Total Amount Of Checks And Other Debits 1,182.61	Balance As Of This Statement Date 1,820.31
---	---	--	---

CODES: CM CREDIT MEMO BY RETURN ITEM Number Of
 SC SERVICE CHARGE CC CERTIFIED CHECK Deposited Number Of
 DM DEBIT MEMO AC AUTOMATIC CHANGE (ACD) Items Checks/Credits
 RC CHRISTMAS CLUB

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E118

5,031.43	00	3755.00	1,096.43
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STATEMENT OF ACCOUNTS AND RECONCILIATION FORM

12/31/73	1/31/74	030055466
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WILLIAM M. RUFFIN
21 IRVING PL.
BKLYN N.Y. 11238

PLEASE NOTIFY OF ANY CHANGE OF ADDRESS

CHECKS	DEPOSITS	POSTED DEBITS	DATE
136.00			9
320.00			10
67.29			11
		5,100.00	14
250.00	325.00		15
386.41			17
129.00			23
150.00			25
230.55			28
75.00			29
120.00			30

Your Balance As Shown On Previous Statement	Total Amount Of Deposits And Other Credits	Total Amount Of Checks And Other Debits	Balance As Of This Statement Date
1,070.31	5100.00	2365.25	4,535.06

CM-CREDIT MEMO
 SC-SERVICE CHARGE
 DM-DEBIT MEMO
 EC-CHRISTMAS CLUB

BY RETURN ITEM
 CC-CERTIFIED CHECK
 AC-AUTOMATIC CHARGE (ICD)

Number Of Deposits	Deposited Items	Number Of Checks
1	3	11

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Kings Lafayette Bank 400

1974

10840.43

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND REGISTRATION FORM

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

11/18/80 15 & 16/1000000

2,500.00

14

21-

20

78

20172.07

12

SEE HEAVEN FOR IMPORTANT INFORMATION AND RECOMMENDATIONS



E120

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

17-00000 11-000000 10-00000 9-00000 8-00000 7-00000 6-00000 5-00000 4-00000 3-00000 2-00000 1-00000 0-00000

974.79

.00

.00

974.79

CODE

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
XC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHANGE (LED)

TOTAL OF DEPOSITS

TOTAL OF DEBITS

TOTAL OF DEBITS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E121

Kings Lafayette Bank



Date Of Last Statement

3/29/74

Date Of This Statement

4/30/74

Account Number

030055466

Page Number

1

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS & OTHER CREDITS

500.00
300.00
200.00

50.00
136.00
150.00
325.28

413.64

2,550.00

5

2,500.00

19

23

25

26

29

Your Balance As Shown On Previous Statement

2,056.07

Total Amount Of Deposits And Other Credits

5050.00

Total Amount Of Checks And Other Debits

2074.32

Balance As Of This Statement Date

5,031.75

CODE

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
XC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHANGE (LED)

TOTAL OF DEPOSITS

2

TOTAL OF DEBITS

3

TOTAL OF DEBITS

8

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

CM-CREDIT MEMO
SC-SERVICE CHARGE
DM-DEBIT MEMO
XC-CHRISTMAS CLUB

RT-RETURN ITEM
CC-CERTIFIED CHECK
AC-AUTOMATIC CHARGE (ICD)

Number of Deposits Credits
Number of Checks Debits

E122

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

Wings Lafayette Bank

Date of Last Statement

4/30/74

Date of This Statement

5/31/74

Account Number

030055466

Page Number

1

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS

DEPOSITS AND OTHER CREDITS

45.00	100.00	109.04
144.00	1,459.79	
66.38		
70.00		
15.00	150.00	
195.00		
136.00		
304.00	500.00	
15.00		

2,500.00

13
14
15
16
23
24
26
30

Your Balance As Shown
On Previous Statement

5,031.15

Total Amount Of
Deposits And
Other Credits

2500.00

Total Amount Of
Checks And
Other Debits

3309.23

Balance As Of This
Statement Date

4,221.92

CODES:

CM-CREDIT MEMO
SC-SERVICE CHARGE
DM-DEBIT MEMO
XC-CHRISTMAS CLUB

RT-RETURN ITEM
CC-CERTIFIED CHECK
AC-AUTOMATIC CHARGE (ICD)

Number Of
Deposits Credits
1

Number Of
Checks Debits
1

Number Of
Checks Debits
14

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

79,756.96

74579.66

76209.44

78,127.18

E123

CODES:

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
XC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (ICD)

NBR. DEPOSITS	DEPOSIT ITEMS	NBR. DEBITS
22		342

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

Kings Lafayette Bank

DATE
LAST STATEMENT
5/31/74

DATE
THIS STATEMENT
6/21/74

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS	DAY	BALANCE
500.00		7	3,721.92
175.00		14	3,546.92
12.50		17	3,534.42
7.50		18	3,526.92
136.00	2,500.00	19	5,890.92

BALANCE
LAST STATEMENT
4,221.92

TOTAL AMOUNT
CREDITS
2500.00

TOTAL AMOUNT
DEBITS
831.00

BALANCE
THIS STATEMENT
5,890.92

CODES:
CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
XC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (ICD)

NBR. DEPOSITS	DEPOSIT ITEMS	NBR. DEBITS
1		5

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

974.75

NAME	DATE	SCORE

A REVERSE SIDE FOR IMPORTANT INFORMATION AND REGISTRATION FORM

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

5,390.92

NUM. DE INGRESOS	DEPOSITO (MILLAS)	NUM. DE EGRESOS
1	1	6

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND DISCLOSURE NOTES

1,009.31 ✓ 200.00 ✓ 110.00 ✓ 1,159.31

E125

CODES:

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
AC CHRISTMAS CLUB
RT RETURN ITEM
CC CERTIFIED CHECK
AL AUTOMATIC CHARGE (HCO)

NEW DEBIT 1
DEPOSIT 1
NEW CREDIT 3

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM



Republic National Bank of New York

DATE
LAST STATEMENT
6/28/74

DATE
THIS STATEMENT
7/31/74

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

DATE RECEIVED
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DATE	AMOUNT	DATE	AMOUNT
136.00			3	5,254.92
72.58			11	5,182.34
317.89			12	4,364.45
600.00			15	3,764.45
		500.00		

DATE
LAST STATEMENT
5,390.92

DATE
THIS STATEMENT
.00

DATE
THIS STATEMENT
1626.47

DATE
THIS STATEMENT
3,764.45

CODES:

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
AC CHRISTMAS CLUB
RT RETURN ITEM
CC CERTIFIED CHECK
AL AUTOMATIC CHARGE (HCO)

NEW DEBIT 1
DEPOSIT 1
NEW CREDIT 5

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

174,900.10

46,497.54

14,018.91

207,418.01

E126

CODES

CM CHECK MEMO

SC SERVICE CHARGE

DM DEBIT MEMO

RC CHRISTMAS CLUB

RT RETURN ITEM

CC CERTIFIED CHECK

AC AUTOMATIC CHARGE (ILLU)

NEW DEBITS

6

DEPOSIT ITEMS

NEW CREDITS

29

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM



Republic National Bank of New York

DATE
LAST STATEMENT

7/31/70

DATE
THIS STATEMENT

8/21/70

ACCOUNT NUMBER

030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEBITS AND OTHER CREDITS	DAY	BALANCE
187.06	441.18		
505.51		5	2,670.70
750.00		19	1,920.70
16.43		20	1,904.27

BALANCE
LAST STATEMENT

+

TOTAL AMOUNT
CREDITS

-

TOTAL AMOUNT
DEBITS

=

BALANCE
THIS STATEMENT

3,774.45

.00

1,860.18

1,904.27

CODES

CM CHECK MEMO

SC SERVICE CHARGE

DM DEBIT MEMO

RC CHRISTMAS CLUB

RT RETURN ITEM

CC CERTIFIED CHECK

AC AUTOMATIC CHARGE (ILLU)

NEW DEBITS

DEPOSIT ITEMS

NEW CREDITS

5

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

SC SERVICE CHARGE	RT RETURN ITEM	NPR DEPOSITS	DEPOSIT ITEMS	NPR DEBIT
DM DEBIT MEMO	CC CERTIFIED CHECK			
AC CHRISTMAS CLUB	AC AUTOMATIC CHARGE (ICD)			7

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E127



Republic National Bank of New York

DATE
LAST STATEMENT
8/21/74

DATE
THIS STATEMENT
8/30/74

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEBITS AND OTHER CREDITS	DATE	BALANCE
544.00	147.06	28	2,051.33
		28	1,507.33

BALANCE
LAST STATEMENT
1,909.27

+
TOTAL AMOUNT
CREDITS
147.06

-
TOTAL AMOUNT
DEBITS
544.00

=
BALANCE
THIS STATEMENT
1,507.33

CODES:
 CM CREDIT MEMO
 SC SERVICE CHARGE
 DM DEBIT MEMO
 AC CHRISTMAS CLUB

RT RETURN ITEM
 CC CERTIFIED CHECK
 AC AUTOMATIC CHARGE (ICD)

NPR DEPOSITS	DEPOSIT ITEMS	NPR DEBIT
1	1	6

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

777, 07

CONF 2

ON LUCKY MEMO
SC-SEEKING CHANGE
BAR DEPT MEMO
AC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHANGE NCBI

NETR DISCOUNTS	DISCOUNT TERMS	NETR PERCENT
1	1	2

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E128



Republic National Bank of New York

DATE
LAST STATEMENT
8/30/74

DATE
THIS STATEMENT
9/30/74

ACCESSION NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS	DRY	BALANCE

HALANE
LAST STATEMENT

TOTAL AMOUNT
COPIED

TOTAL AMOUNT
\$11.15

INDEX

1,507.33

. 00

.00

1,507,33

רמב"ם:

C.M. (092 117 484)
S.E. 40 74 W 17. D 1 00 00 111 P
[000 111 10 : 001 001]
H.C. 1 001015. 7 00 00 1 1 100

[illegible]

Page 10	10/10/1975	10/10/1975	10/10/1975
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SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND DISCLOSURE STATEMENT

CODES

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
BC CHRISTMAS CLUB

NT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (CC)

ADD. DEBIT	DEBIT TOTAL	DEBIT TOTAL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E129



Republic National Bank of New York

DATE
LAST STATEMENT
9/30/74

DATE
THIS STATEMENT
10/31/74

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

STATE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CREDITS AND OTHER DEBITS		DEBITS AND OTHER CREDITS		BALANCE	
300.00	400.00			7	867.33
25.00				17	782.33
39.00				21	747.33
		2,500.00		23	3,247.33
250.00				29	2,997.33
50.00				31	2,947.33

BALANCE LAST STATEMENT	+	TOTAL AMOUNT CREDITS	-	TOTAL AMOUNT DEBITS	=	BALANCE THIS STATEMENT
1,507.33		2,500.00		1,060.00		2,947.33

CODES

CM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
BC CHRISTMAS CLUB

NT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (CC)

ADD. DEBIT	DEBIT TOTAL	DEBIT TOTAL
1	1	6

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E130



Republic National Bank of New York

10/31/70

11/21/70

030059466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CREDIT BALANCE		DEBIT BALANCE		BALANCE	
441.18	505.51	2,500.00	2,500.00	4,447.08	4,447.08
21.35	32.10			2,000.64	2,000.64
2,000.00				4,447.08	4,447.08
				2,447.08	2,447.08

BALANCE 2,947.33	TOTAL DEBIT 2,500.00	TOTAL CREDIT 3,000.25	BALANCE 2,447.08
---------------------	-------------------------	--------------------------	---------------------

BE SERVICE CHARGE
UM DEBIT MEMO
AC CHRISTMAS CLUB

CC CERTIFIED CHECK
AC AUTOMATIC CHANGE (H.D.)

NBR. DEPOSITS
DEPOSIT SLIP(S)
NBR. DEBITS
2

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E132



Republic National Bank of New York

LAST STATEMENT
11/29/74

DATE
THIS STATEMENT
12/20/74

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS AND OTHER CREDITS	DAY	BALANCE
25.00	50.00			
75.00	100.00		2	2,197.78
500.00			11	1,697.78
100.00	200.00		13	1,397.08
250.00	500.00		20	647.08

BALANCE LAST STATEMENT	+	TOTAL AMOUNT CREDITS	-	TOTAL AMOUNT DEBITS	=	BALANCE THIS STATEMENT
2,447.08		.00		1,900.00		647.08

CODES
EM CREDIT MEMO
SI SERVICE CHARGE
DM DEBIT MEMO
AC CHRISTMAS CLUB

WE RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHANGE (H.D.)

NBR. DEPOSITS
DEPOSIT SLIP(S)
NBR. DEBITS
0

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

386.79 .00 .00 386.79

CODES
 CM CREDIT MEMO
 SR SERVICE CHARGE
 DM DEBIT MEMO
 RE CREDIT MEMO

RE RETURN ITEM
 CE CERTIFIED CHECK
 AC AUTOMATIC CHARGE

PLEASE ADVISE THE BANK OF ANY CHANGE OF ADDRESS

E134



Republic National Bank of New York

DATE
LAST STATEMENT
12/31/74

DATE
THIS STATEMENT
1/31/75

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECK AND OTHER DEBITS	DEBITS AND OTHER CHARGES	DATE	BALANCE
65.00		8	737.08
8.64		9	223.44
	2,601.00 CM	10	2,824.44
500.00		13	1,324.44
11.34		14	1,313.10
500.00		15	813.10
215.00		23	598.10
110.00		24	488.10
16.24			
57.60		28	379.26
75.00	400.00	30	704.26
1,000.00			
35.00			

1975

DATE
LAST STATEMENT
297.08

DATE
THIS STATEMENT
3,001.00

DATE
THIS STATEMENT
2,593.82

DATE
THIS STATEMENT
704.26

CODES
 CM CREDIT MEMO
 SR SERVICE CHARGE
 DM DEBIT MEMO
 RE CREDIT MEMO

RE RETURN ITEM
 CE CERTIFIED CHECK
 AC AUTOMATIC CHARGE

1 12

PLEASE ADVISE THE BANK OF ANY CHANGE OF ADDRESS

ON DEBIT MEMO
TO CHRISTMAS CLUB

AC AUTOMATIC CHANGE (H.D.)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E135



Republic National Bank of New York

DATE
LAST STATEMENT
1/31/75

DATE
THIS STATEMENT
2/04/75

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

10.00
35.64

30.00
57.60

571.02

E136

Republic National Bank of New York

DATE
 LAST STATEMENT
 2/04/75

DATE
 THIS STATEMENT
 2/28/75

ACCOUNT NO.
 030055466

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

STATEMENT NO.
 1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEBITS		CREDITS	
50.00			5	521.02	
100.00		500.00	6	921.02	
75.00			7	846.02	
10.26			10	835.76	
25.00	100.00				
300.00			11	410.76	
		35.00	21	445.76	
2.00			24	443.76	

BALANCE LAST STATEMENT	+	TOTAL AMOUNT CREDITS	=	TOTAL AMOUNT DEBITS	=	BALANCE THIS STATEMENT
571.02		335.00		442.24		443.76

CREDIT MEMO CC CERTIFIED CHECK DM DEBIT MEMO SC CREDIT MEMO	RETURNED CC CERTIFIED CHECK AC AUTOMATIC CHARGE (AC)	FEB 1975 2	MAR 1975 3	APR 1975 12
--	--	---------------	---------------	----------------

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RETURN TO THE BANK

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 01-11-2001 BY 60322 UCBAW/STP

E137



Republic National Bank of New York

DATE
LAST STATEMENT
7/28/79

7111
1005 STATION
3/21/75

030055466

WILLIAM M HUFFIN
21 IRVING PL
BKLYN N Y 11236

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CUSTOMER NAME	ORDER NUMBER	QUANTITY	UNIT PRICE	TOTAL
1.2750				442.49

443.76

• 00

1.27

447.44

1. 凡在本行开立存款账户的客户，均可向本行申请开立支票。
 2. 支票的有效期为自签发之日起 10 天。
 3. 支票的金额不得超过账户余额。
 4. 支票的签发人必须为账户持有人。
 5. 支票的收款人必须为本行客户。
 6. 支票的签发人必须对支票的金额负责。
 7. 支票的收款人必须对支票的金额负责。
 8. 支票的签发人必须对支票的金额负责。
 9. 支票的收款人必须对支票的金额负责。
 10. 支票的签发人必须对支票的金额负责。

1980年1月1日至1980年12月31日
 共 12 个月
 1980年1月1日至1980年12月31日

1

[illegible]

§ Republic National Bank

Page 10	Page 11	Page 12
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E138



Republic National Bank of New York

DATE
LAST STATEMENT
3/21/75

3/31/75

030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

[illegible]

447.40

.000

002

442-49

[illegible]

REPORT OF THE

[illegible]

* BE CHRISTMAS CLUB

SEE REVENUE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM



Republic National Bank of New York

DATE
LAST STATEMENT
3/31/75

DATE
THIS STATEMENT
4/30/75

ACCOUNT NUMBER
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11230

PAUL P. JENNINGS

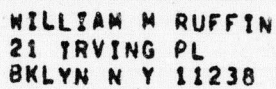
1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

[illegible]

Republic National Bank of New York

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM



PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

1-39[illegible]

SEE SERVICE CHARGE
FOR INFORMATION
OF CHRISTMAS CLUB

ALL INFORMATION
A. ALL INFORMATION

1

3

2

SEE SERVICE CHARGE FOR IMPORTANT INFORMATION AND INFORMATION

E141



Republic National Bank of New York

DATE
LAST STATEMENT
5/30/75

DATE
THIS STATEMENT
6/30/75

ACCOUNT NO.
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHERS DEDUCT

3.00SC

DEPOSITS
AND OTHER CREDITS

1.6900

REMARKS
LAST STATEMENT

1.31

.00

3.00

1.6900

CODES

UNPAID CHECKS
UNPAID CHECKS
UNPAID CHECKS
UNPAID CHECKS

UNPAID CHECKS
UNPAID CHECKS
UNPAID CHECKS
UNPAID CHECKS

Closed 7-22-75

65,700.06

18,817.93

6,238.36

78,303.63

CODES:

EM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
AC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (JUL)

NEW DEBITS	DEBIT ITEMS	NEW DEBITS
5		22

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

E142



Republic National Bank of New York

DATE
LAST STATEMENT
6/30/75

DATE
THIS STATEMENT
7/23/75

ACCOUNT NUMBER
030055466

WILLIAM H RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE NUMBER

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEBITS AND OTHER CREDITS	DAY	BALANCE
3.00SC		2	4.6900
	4.69CM	22	.00

BALANCE
LAST STATEMENT

TOTAL DEBITS

TOTAL CREDITS

BALANCE
THIS STATEMENT

1.6900

4.69

3.00

.00

CODES:

EM CREDIT MEMO
SC SERVICE CHARGE
DM DEBIT MEMO
AC CHRISTMAS CLUB

RT RETURN ITEM
CC CERTIFIED CHECK
AC AUTOMATIC CHARGE (JUL)

NEW DEBITS	DEBIT ITEMS	NEW DEBITS
1		1

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM

EXHIBIT 8 - BROOKLYN SAVING BANK ACCOUNT - RUFFIN

E143

(pp. E143-E157)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

WILLIAM M. RUFFIN

1-130,011-8

	DATE	WITHDRAWAL	DEPOSIT	INTEREST	BALANCE
1	10/08/69		4,000.00		4,000.00
2	10/21/69	1,000.00			3,000.00
3	11/21/69	1,000.00			2,000.00
4	11/26/69	1,000.00			1,000.00
5	11/26/69			24.74	1,024.74
6	1/22/70		1,290.00		2,314.74
7	2/09/70		2,559.36		4,874.10
8	2/25/70		160.00		5,034.10
9	2/25/70			40.75	5,074.85
10	4/24/70	5,000.00			74.85
11	5/04/70		5,320.00		5,394.85

IN ACCOUNT WITH
THE BROOKLYN SAVINGS BANK

12	06/10/70	1,000.00			4,394.85
13	06/18/70		200.00		4,594.85
14	06/18/70			55.98	4,650.83
15	07/16/70		4,120.00		8,770.83
16	09/10/70	1,000.00			7,770.83
17	09/10/70			98.76	7,869.59
18	10/06/70		160.00		8,029.59
19	10/06/70	1,000.00			7,029.59
20	10/21/70		120.00		7,149.59
21	11/30/70	1,500.00			5,649.59
22	12/15/70		5,200.00		10,849.59
23	12/15/70			95.47	10,945.06

FH 203A

Exhibit 8

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----

WILLIAM RUFFIN

	DATE	WITHDRAWAL	DEPOSIT	INTEREST	BALANCE
1	1/01/71				10,945.06
2	1/07/71	2,000.00			8,945.06
3	1/12/71		600.00		9,545.06
4	2/01/71		<u>2200.00</u>		11,745.06
5	2/01/71	5,100.00			6,645.06
6	3/11/71	3,000.00			3,645.06
7	3/19/71		<u>2200.00</u>		5,845.06
8	3/31/71			90.97	5,936.03
9	4/05/71		38.75		5,974.78
10	5/07/71	3,000.00			2,974.78
11	6/29/71	1,900.00			1,074.78

IN ACCOUNT WITH
THE BROOKLYN SAVINGS BANK

12.	6/30/71	51.98	1,126.76
13	8/05/71 1,000.00		126.76
14	9/30/71	6.52	133.28
15	12/24/71 2500.00		2,633.28
16	12/31/71	4.06	2,637.34
17	1/12/72 2500.00		5,137.34
18	2/02/72 2,000.00		3,137.34
19	3/03/72		137.34
20	3/31/72	30.74	168.08
21	6/30/72	2.10	170.18
22	9/30/72	2.13	172.36
23	12/28/72	2.21	174.57

[illegible]

E145

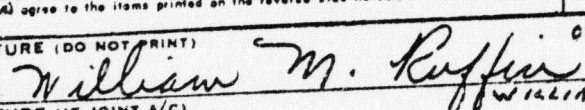
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

	DATE	WITHDRAWAL	DEPOSIT	INTEREST	BALANCE
1	3/30/73			2.18	176.25
2	6/30/73			2.23	178.98
3	9/29/73			2.39	181.37
4	12/31/73			2.44	183.81
5	3/30/74			2.41	186.22
6	6/30/74			2.48	188.70
7	9/30/74			2.53	191.23
8	12/31/74			2.57	193.80
9	3/31/75			2.54	196.34
10	6/30/75			2.61	198.95
11					

IN ACCOUNT WITH
THE BROOKLYN SAVINGS BANK

12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	

E146

We hereby agree to the By-Laws and Regulations of The Brooklyn Savings Bank and any amendments thereof, and agree to the authorization and agreements printed on the reverse side hereof. If this is an account receiving dividends from day of deposit to day of withdrawal, we understand and agree to the items printed on the reverse side hereof.		130011-8	
SIGNATURE (DO NOT PRINT)			
A			
SIGNATURE (IF JOINT A/C)			
B			
(IF TRUST A/C)		RELATIONSHIP	
IN TRUST FOR			
A	21 IRVING PLACE BKLYN NY 11238	ADDRESS	B
4-24-1920		BIRTH DATE	
CITY	STATE	COUNTRY	
PRINCE GEORGE COUNTY	VA.		
FATHER	MOTHER	FIRST NAMES OF PARENTS	
WILLIAM	EMMA		
REFUSED		HUSBAND'S OR WIFE'S NAME	
			OCT - 8 1969

We hereby declare and agree that this account is a joint account and that all moneys now or hereafter deposited therein, including dividends credited, are and shall be owned by us as joint tenants, and shall at all times be subject to withdrawal or other disposal in whole or in part upon the written order of either of us or the survivor.

Each of us also hereby authorizes and empowers the other or both of us and purporting to belong to either or both of us, and should any such instruments be received by the bank without being so endorsed, the bank is hereby authorized to endorse them on our behalf and credit them to this account.

It is further understood that any checks restrictively endorsed "for deposit only" by either of us may be credited to this account.

We further agree that any loan or other indebtedness incurred by either of us to said bank may be deducted from and charged to the above account.

If this account is one which receives dividends from day of deposit to day of withdrawal, I/we understand and agree that dividends will be credited on deposits from day of deposit to day of withdrawal, payable only at the end of the regular dividend period of the bank at a rate to be established by the Trustees of the bank in their sole discretion in accordance with the By-Laws and Regulations of The Brooklyn Savings Bank, in effect now and as amended from time to time, and subject further to any regulation of The Brooklyn Savings Bank in effect now or hereafter adopted relating to the maintenance of a minimum deposit level to be eligible for the crediting of dividends from day of deposit to day of withdrawal.

E148

ACCOUNT No.

1	3	0	0	1	11	8
---	---	---	---	---	----	---

DEPOSIT

THE BROOKLYN SAVINGS BANK

William M. Kupper

NAME ON PASS BOOK

PRESENT ADDRESS

NEW ADDRESS? ASK FOR CHANGE OF ADDRESS CARD

Cash

DOLLARS

320

CENTR

Coin

ENDORSE ALL CHECKS AS DRAWN

5000

Checks or Coupons

TOTAL

5-320

CASH
RETURNED

DEPOSIT

320

DATE:

FM 135

ALL CHECKS ACCEPTED SUBJECT TO COLLECTION

FOR BANK USE ONLY
(DO NOT WRITE BELOW)

[illegible]

SPLIT DEPOSIT	
CHECK	
LESS DEPOSIT	
CASH RETURNED	

E150

ACCOUNT No.

1300118

DEPOSIT

THE BROOKLYN SAVINGS BANK

WILLIAM M. RUFFIN

NAME ON PASS BOOK

21 IRVING Pl.

PRESENT ADDRESS

NEW ADDRESS? ASK FOR CHANGE OF ADDRESS CARD

	DOLLARS	CENTS
Cash	160	—

Coin

ENDORSE ALL CHECKS AS DRAWN

Checks or Coupons

LECHESI
OCT 6-1970

TOTAL	160	—
-------	-----	---

CASH
RETURNED

DEPOSIT

160

DATE:

FN 138

ALL CHECKS ACCEPTED SUBJECT TO COLLECTION

E151

FOR BANK USE ONLY

(DO NOT WRITE BELOW)

[illegible]

SPLIT DEPOSIT	
CHECK	
LESS DEPOSIT	
CASH RETURNED	

E152

ACCOUNT NO.

1300118

DEPOSIT

THE BROOKLYN SAVINGS BANK

William M. Ruff

NAME ON PASS BOOK

PRESENT ADDRESS

NEW ADDRESS? ASK FOR CHANGE OF ADDRESS CARD

Cash

Coin

ENDORSE ALL CHECKS DRAWN

Checks or Coupons

DOLLARS

CENTS

200

TOTAL

200

CASH

RETURNED

DEPOSIT

200

DATE

PM 130

ALL CHECKS ACCEPTED SUBJECT TO COLLECTION

E153

FN-100

New Account Deposit

Book No. 130 011-F

William M. Piffin
NAME ON

PRESENT ADDRESS
WITH
THE BROOKLYN SAVINGS BANK

	DOLLARS	CENTS
Bills		
Coins <u>8</u>		
Coupons		
ENDORSE ALL CHECKS AS DRAWN		
Checks <u>4</u>	4	00
"		
"		
"		
"		
"		
DATE		
TELLER'S INITIALS		
Total	4	00
Total	4	00

E154

① PH-244

DEPOSIT BY MAIL

Book No. 1300118

WILLIAM M RUFFIN
NAME ON PASSBOOK

21 IRVING PL.

WRITE PRESENT ADDRESS IN FULL

BKLYN NY 11238

CITY

STATE

ZIP CODE

WITH

THE BROOKLYN SAVINGS BANK

	DOLLARS	CENTS
Bills		
Coin	41	10
Coupons		
Money Orders		
ENDORSE ALL CHECKS AS DRAWN		
Checks	4000	—
"	120	—
"		
"		
"		
"		
"		
TELLER'S INITIALS		
Total	4120	—

E155

ACCOUNT No. 1300118

DEPOSIT

THE BROOKLYN SAVINGS BANK

WILLIAM M. RUFFIN

NAME ON PASS BOOK

21 IRVING PL.

PRESENT ADDRESS

NEW ADDRESS? ASK FOR CHANGE OF ADDRESS CARD

	DOLLARS	CENTS
Cash	120	—

Coin

ENDORSE ALL CHECKS AS DRAWN

Checks or Coupons

OWNERS

OCT 21

TOTAL

CASH

RETURNED

DEPOSIT

DATE:

120

FN 198

ALL CHECKS ACCEPTED SUBJECT TO COLLECTION

E156



DEPOSIT BY MAIL

Book No. 1300118

WILLIAM M. RUFFIN

NAME ON PASSBOOK

21 IRVING PL.

WRITE PRESENT ADDRESS IN FULL

BROOKLYN NY 11238

CITY

STATE

ZIP CODE

WITH

THE BROOKLYN SAVINGS BANK

	DOLLARS	CENTS
Bills		
Coin		
Coupons		
Money Orders	160	—
ENDORSE ALL CHECKS AS DRAWN		
Checks		
" (10)		
" 3/25/70		
" MK.		
"		
TELLER'S INITIALS		
Total	160	—

E157

⑥

75-141

4-244
DEPOSIT BY MAIL

DEPOSIT BY MAIL

Book No.

1	3	0	0	1	1	8
---	---	---	---	---	---	---

Book No. 117
WILLIAM M. RUFFIN
MEMORANDUM

NAME ON PASSPORT
41 IRVING PL.

WRITE PRESENT ADDRESS IN FULL
Bklyn NY 1123F
CITY STATE ZIP CODE

WITH
THE BROOKLYN SAVINGS BANK

		DOLLARS	CENTS
Bills			
Coin			
Coupons			
Money Orders			
ENDORSE ALL CHECKS AS DRAWN			
Checks		2559	36
"			
"			
"			
FEB 9 1970			
"			
TELLER'S INITIALS			
Total		2559	36

THIS INDENTURE, made the 26th day of September, nineteen hundred and sixty-nine
BETWEEN WILLIAM M. RUFFIN, residing at 21 Irving Place,
Brooklyn, New York,

party of the first part, and RUGORE ASSOCIATES, INC., a New York Corporation
having its principal office at 71 First Avenue, New York,
N. Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Bedford Avenue with the southerly side of St. Marks Avenue, running thence southerly along the westerly side of Bedford Avenue, 106 feet 10-1/2 inches to the northerly face of the northerly wall of the building on the premises adjoining on the south; thence westerly along said northerly face of the said wall, 60 feet to a line drawn parallel with Bedford Avenue from a point in the southerly side of St. Marks Avenue, which point is distant 60 feet westerly from the point of beginning; thence northerly along said line drawn parallel with Bedford Avenue 23 feet 4-1/4 inches to land conveyed by Mary E. and Levy Fowler to Lucy Baker; thence easterly along said land 20 feet to a line drawn parallel with and distant 40 feet from the westerly side of Bedford Avenue, which last named parallel line is drawn from a point in the southerly side of St. Marks Avenue, distant 40 feet westerly from the point of beginning; thence northerly parallel with Bedford Avenue and part of the distance through a party wall 83 feet 10-3/4 inches to the southerly side of St. Marks Avenue; thence easterly along the southerly side of St. Marks Avenue 40 feet to the corner the point or place of beginning.

SAID premises being known as Nos. 1400-8 Bedford Ave., Brooklyn, N.Y.

SUBJECT to encumbrances, mortgages, leases, covenants, restrictions, easements and agreements of record.

SUBJECT to existing tenancies.

SUBJECT to any state of facts an accurate survey may show.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

William M. Ruffin

1400-8 + 10

E159

STATE OF NEW YORK, COUNTY OF *NEW YORK* ss.:
 On the *27* day of *September*, 1969, before me personally came

WILLIAM M. RUFFIN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Jerome Roth
 JEROME ROTH
 Notary Public, State of New York
 No. 24-002750
 Qualified in Kings County
 Commission Expires March 30, 1970

STATE OF NEW YORK, COUNTY OF ss.:
 On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

RECORDED
 337
 1213

STATE OF NEW YORK, COUNTY OF *New York* ss.:

On the *27* day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
 With Covenant Against Grantor's Acts

Title No.

WILLIAM M. RUFFIN
 TO
 RUGORE ASSOCIATES, INC.

42178

SECTION 5
 BLOCK 1224
 LOT 42
 COUNTY OR TOWN Kings

Recorded At Request of
 INTER-COUNTY Title Guaranty and Mortgage Company
 RETURN BY MAIL TO



William Ruffin
21 Irving Place
Bklyn NY 11238
 Zip No.

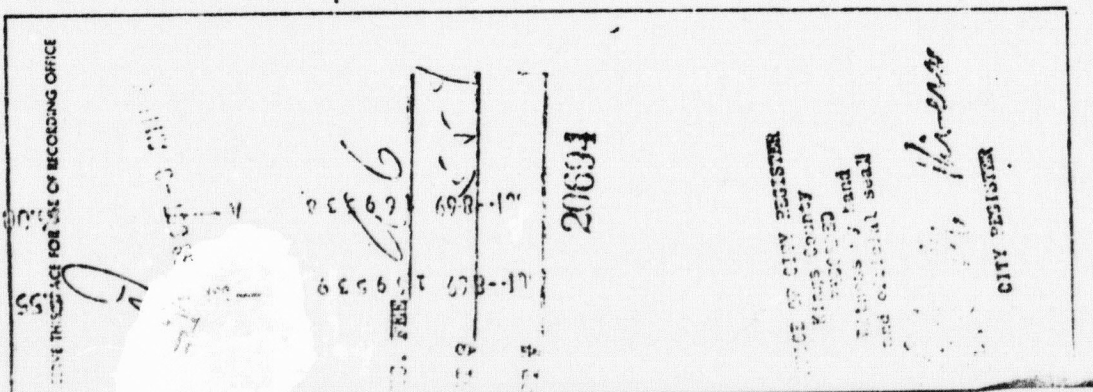


EXHIBIT 11-A - GRAND JURY MINUTES DATED
MARCH 7, 1975 (pp. E160-E193)

UNITED STATES GRAND JURY
EASTERN DISTRICT OF NEW YORK

- - - - - x

UNITED STATES OF AMERICA :

-v- :

JOHN DOE NO. 2 :

- - - - - x

United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

March 7, 1975
3:40 o'clock P.M.

APPEARANCES:

JAMES DRUKER, Esq.

PETER GOLDMAN, Esq.

Assistant United States Attorneys

Witness:

Mr. William M. Ruffin

Adrienne Leventhal
Grand Jury Reporter

RALPH FINK & ASSOCIATES
Certified Stenotype Reporters
140 NASSAU STREET
NEW YORK, N. Y. 10038

3-7-75

2

1

2

W I L L I A M M. R U F F I N, called as a witness,

3

having been duly sworn by the Forelady of the Grand

4

Jury, testified as follows:

5

BY MR. GOLDMAN:

6

Q Mr. Ruffin, my name is Mr. Goldman.

7

You have appeared today pursuant to a subpoena

8

that was served upon you; is that correct?

9

A That's correct.

10

Q I want to advise you of certain things before I

11

start questioning you.

12

The Constitution provides that you have a right to

13

have an attorney, not present in the Grand Jury, but outside

14

the Grand Jury, if you need one.

15

You don't have to answer any questions that we pose

16

to you, but if you do answer them, they can and will be used

17

against you if the time comes to a trial.

18

Do you have an attorney present?

19

A No, I don't.

20

Q Do you want to get an attorney?

21

A No.

22

Q Understanding your rights to have an attorney

23

present outside the Grand Jury room, you are still willing

24

to testify?

25

A (No response.)

Ruffin 3-7-75

3

1

2

MR. DRUKER: May the record indicate that

3

the witness nodded his head affirmatively?

4

BY MR. GOLDMAN:

5

Q Mr. Ruffin, are you in any way associated with

6

Rugore Associates, Inc.?

7

A Yes, I am.

8

Q How are you affiliated with that organization?

9

A It's a corporation which I organized, which I'm

10

the principal stockholder, the only stockholder.

11

Q At present?

12

A Present.

13

Q Can you tell me where Rugore has their bank ac-

14

counts?

15

A Rugore itself does not have a bank account. As

16

the officer, all deposits were in an account that I opened.

17

Q In your own name?

18

A Yes.

19

Q Did there come a time when Rugore Associates

20

entered into a lease with the Community Sponsors, Inc.?

21

A Yes.

22

Q Can you tell the ladies and gentlemen of the Grand

23

Jury how the lease came about?

24

A Well, initially -- you want the whole story just

25

as a narrative?

Ruffin 3-7-75

4

1

2

Q Go ahead.

3

4

A Initially, I had a lease with the Bedford-Stuyvesant Youth in Action.

5

Q You personally, or Rugore?

6

7

A Originally it was with me personally, I believe. I am not absolutely positive.

8

9

I think it was with me personally, originally. But subsequently, I transferred the property from an individual to the corporation, so ultimately, Rugore was the lessor.

10

11

12

13

14

15

16

17

18

19

20

Originally, I was approached by representatives of Bedford-Stuyvesant Youth in Action to assist the Young Mothers Program, which was an experimental program at that time for unwed mothers. They were at that time in a building which was -- I think they had been issued several violations, and they needed a new site.

21

22

23

24

25

Q Who located the building, do you recall?

A Well, for the record, I am not sure, so I won't say. I am not exactly sure.

Q Was it a Mrs. DeFreitas?

A Miss DeFreitas, she was the Director of that

Ruffin 3-7-75

5

1
2 program.

3 Q Who else did negotiate with you with respect to
4 this company?

5 A Ultimately, I negotiated with Mr. Flowers, who was
6 then the -- he was either the assistant -- I think at that
7 time he was the assistant director.

8 Q So in any event, they picked out a building?

9 A Right. So the way I got involved was simply that
10 they could not buy property at the time.

11 Now, I had been associated with the Community
12 Sponsors, which was a group which was interested in the Young
13 Mothers Program as a community thing that we were helping
14 that program.

15 I know that several people had been approached to
16 do what I ultimately did; namely, to be the purchaser of the
17 building to make it possible for the building to be bought.
18 That's how I got involved in it as a kind of conduit to
19 accomplish a purpose.

20 So there was a lease drawn up between Youth in
21 Action and myself, and that lease ultimately was taken over
22 by the Community Sponsors when the Community Sponsors became
23 the sponsors of the Young Mothers Program, and through some
24 administrative process that I'm not quite familiar with,
25 they became self-sufficient or spun-off, I think was the

Ruffin 3-7-75

6

1
2 phrase they used, so that they became the successor or took
3 the place of Youth in Action.

4 Q From whom did you purchase this building?

5 A From Nathan Baum.

6 Q What was the address of this building?

7 A 1402 Bedford Avenue, Brooklyn.

8 Q At the time you purchased that building, was that a
9 condemned building?

10 A Yes, but this was -- no, it wasn't a condemned
11 building. It had a UB on it.

12 Q What does a UB mean?

13 A Unsafe building, which unfortunately I was not
14 that knowledgeable and I didn't realize that that was a very
15 serious thing.

16 Q Was this your first dealing in real estate?

17 A The first dealing, you might say, in a commercial
18 or a developmental aspect.

19 Q Since the purchase of that building, have you
20 purchased other buildings in the area?

21 A No, not any other buildings in the area.

22 Q There came a time when -- and for brevity, I will
23 call it the Young Mothers -- decided that they were going
24 to move into this building; is that correct?

25 A There's a long history before that.

Ruffin 3-7-75

7

1

2

Q I will get to that.

3

But they wanted that building?

4

A Yes.

5

Q Certain renovations were required for that building;

6

is that correct?

7

A That's correct.

8

Q Did you make arrangements for that building or

9

did Youth in Action or the Young Mothers?

10

A Youth in Action made the arrangements.

11

Q I take it it was your agreement with them that they

12

were to pay for the renovations?

13

A Yes.

14

Q During the period of time that the renovations

15

were going on, were you receiving rental payments for the

16

rental of that building from the Young Mothers?

17

A No, Youth in Action.

18

Q How much were you receiving per month or per year?

19

A First year it was \$32,000. The second year it was

20

thirty. The first year was to be thirty-two, and subsequent-

21

ly it would be thirty.

22

Q Do you recall what the purchase price of your

23

building was?

24

A It's in the record, but I'm not sure. I think it

25

was \$35,000.

Ruffin 3-7-75

8

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Q Did you mortgage that building or did you pay for
it --

A No. The owner took back a mortgage.

Q So it was a purchase money mortgage?

A (No response.)

Q For how many years did you rent the building to
Youth in Action at the rate of \$30,000, or thereabouts, a
year?

A Well, that I'm not quite sure because the whole
thing ran consecutively.

It was either Youth in Action or Young Mothers,
so I don't want to say exactly where the cutoff point was,
but I'll say it was continuous.

Q Over how long a period of time?

A Until, I think it was October '74.

Q Were these yearly leases that you entered into?

A Yes.

Q Did there come a time when the renovations were
completed?

A No, there did not.

Q Renovations were never completed?

A No.

Q What happened to the building?

Ruffin 3-7-75

9

1
2 and they were in at one time. I don't know. At one time
3 they were considering legal action against him, and I was
4 called in to a couple of their Board meetings, and somewhat
5 like this.

6 I told them my story. What decision they ultimately
7 made, I don't know. But the building was not completed be-
8 cause there was not sufficient money, according to the con-
9 tractor, to do the work, that was outlined in the plans.

10 So he left the building maybe fifty, sixty percent
11 finished and then in essence, walked off.

12 And this was over a protracted period of time.
13 And there was never any resolution of this, as far as I know.

14 Q And then the building itself became decadent again
15 and people had broken into it and ransacked it?

16 A That's correct.

17 Q The contractor walked off the job, would you say,
18 in about 1972 or so?

19 A Yes, I guess so.

20 Q Subsequent to that time, did you enter into addi-
21 tional leases for the rental of this building with the Young
22 Mothers?

23 A Yes, I did.

24 Q How much rent were those leases for the year?

25 A Same; thirty.

Ruffin 3-7-75

10

1

2

Q About \$30,000; is that correct?

3

A (No response.)

4

5

O Isn't it a fact that the Young Mothers never moved into that building?

6

A That is correct.

7

8

9

Q So for over a four-year period, you were paid approximately \$30,000 a year for rental of a building that was never occupied by the lessee?

10

A Correct.

11

12

13

Q Was there anyone pressuring you to enter into a lease with Youth in Action or the Young Mothers to maintain a lessor-lessee agreement with them?

14

15

A I don't know. You have to define what you mean by pressure.

16

17

Q Who was asking you to maintain that lease agreement with Youth in Action and/or the Young Mothers?

18

19

A As I recall, in the lease, each lease, there was a term that it would be renewed at the end of the lease.

20

Q At whose option?

21

A I guess it's the option of both parties.

22

Q Either or?

23

A Either or.

24

25

Q And no one from Youth in Action or the Young Mothers said wait a minute, we are not moving into that

Ruffin 3-7-75

11

1 building, the renovations aren't completed and we are never
2 going to be able to use it, and we are not going to pay you
3 any more rent?
4

5 A No one said that, but what you're saying is
6 correct, but it does not give the collateral issues or the
7 collateral situation, which has an overall bearing on this
8 whole thing, and it's not very easy to definitively answer
9 yes or no to some of the questions you are posing.

10 I am trying to the best of my knowledge.

11 Q I don't mean to cut you off. If you have an
12 explanation, we are willing to listen to it.

13 A If you want me to give the other things, the whole
14 path --

15 Q Go ahead.

16 A The whole path of the thing is this: that this
17 went along and when the Young Mothers took over, when the
18 Community Sponsors took over, there was some question as to
19 the propriety, in my mind.

20 However, I was doing other things in this -- with
21 this property which, at that time, had an overriding effect,
22 at least in my judgment.

23 First, I'd have to go back a little bit. When this
24 was started initially, it seemed to me that this was a
25 perfectly reasonable way to accomplish a purpose, which was

Ruffin 3-7-75

12

1
2 to move the Young Mothers Program into this building. At
3 that time the lease, as I looked at it -- I really had no
4 involvement. I put my name on a mortgage which was really
5 going to paid for out of the rent. There would not be any
6 monetary gain to me in that sense, so that as long as the
7 rent would have come in, if the renovations had been com-
8 pleted, this would have been something which I would have
9 been just a conduit to enable something to be accomplished.

10 It became complicated, unfortunately, when the
11 thing didn't run that smoothly, and all these complications
12 ensued.

13 But in the meantime, you have to go back and con-
14 sider that the Community Sponsors, as a group, was a
15 community organization which was without funds, literally.
16 The Board of Directors and the members that made up the
17 group that actively worked with it, but for all practical
18 pruposes, were very ordinary people who did not have money
19 to accomplish some of the very worthwhile aims and projects
20 that they wanted to do.

21 However, they were active originally in the day
22 care, the day care -- if you want to call it pressure groups
23 -- that started long before day care became popular, and
24 was ultimately funded through the Federal Government.

25 They also were very active in trying to get an

1
2 experimental infant day care center, and they had one un-
3 fortunate experience with another piece of property on
4 Carlton Avenue, where the group, through its own efforts,
5 purchased and tried to develop, and it just cost the people
6 involved, unfortunately, money that they could ill afford
7 and it did not work out.

8 But this particular project, it seemed to me,
9 would not involve me other than as a conduit, and that's how
10 I got into it.

11 Now, at the same time that this was going on, the
12 property next door was owned by one of the major banks. The
13 watchman who worked as -- a man that originally worked for
14 Mr. Baum when I took the property over continued and he
15 acted as a watchman on the 1402 job. He told me that the
16 property next door was available, it was owned by a major
17 bank.

18 I went up to see this major bank to find out --
19 I am sorry. I do have to go back. No, I don't, either.

20 What I started to say, there was a building on that
21 property. At that time that I purchased it, there was no
22 building, so I didn't tell the full thing before.

23 The bank became interested in our group in the
24 day care -- in its day care aspect.

25 Q If I could cut you off, maybe we could expedite

1
2 this.

3 At any rate, the thrust of your initial involvement
4 was that you were, if I may, a citizen interested in the
5 development of this Young Mothers Program at the Community
6 Day Care Center?

7 A Yes, correct.

8 Q And you purchased the building. And there came
9 a time when you believed you could purchase additional
10 buildings to expand the program?

11 A Purchase other property which would further the
12 aim -- the concept that the Community Sponsors had for a
13 total satisfaction of the needs of the students in the Young
14 Mothers Program.

15 Q I think you stated, in your testimony, that there
16 was no financial reward at the end of this that you initially
17 pictured.

18 A Right.

19 Q What were the terms of the mortgage of the build-
20 ing that you purchased from Mr. Baum?

21 A It was a five-year mortgage.

22 Q Five-year mortgage. And you said you paid approxi-
23 mately \$30,000, \$35,000?

24 A Right.

25 Q So within a year and perhaps a month, you were

1
2 going to have that whole mortgage paid off; isn't that a
3 fact?

4 A No.

5 Q Through rental. Certainly within two years?

6 A No. We have to backtrack one thing.

7 In that lease that we had, I was ultimately to be
8 responsible for half the cost of renovations, the lease
9 that I had with Youth in Action.

10 Q In effect, did you ever pay half of whatever the
11 renovations were?

12 A No, I made one \$7,000 payment to them, and when
13 all this came up, by a kind of mutual consent, agreed to
14 stop until they worked this thing out because nobody could
15 get a handle on what the cost was going to be.

16 Q At any rate, over the three and a half or four-
17 year period that you used this building, you collected ap-
18 proximately \$120,000 in rent?

19 A Right.

20 Q And during that period of time, the Young Mothers,
21 Youth in Action or any community-sponsored program never
22 took possession of that building?

23 A That's correct.

24 Q And, in fact, that building was finally sealed up
25 as inhabitable; is that correct?

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A It was sealed up.

Q The subpoena that I had served on you called for some records of Rugore, and whatever, or real estate operations you or Rugore were involved in; is that correct?

A Yes.

Q Did you bring them with you?

A I brought what I could find.

Q Would you please take them out (handing)?

Mr. Ruffin, you testified that all the checks for rent were made payable to you; is that correct?

A Yes.

Q Were they deposited in a checking account or savings account?

A Checking.

Q Was there any particular reason why you never opened an account for Rugore Associates, Inc.?

A No real reason. Truthfully, no.

Q Were these checks deposited in your own personal checking account that you had prior to the rental of this building?

A No. This was an account that was opened up approximately at that time.

Q For the purpose of --

A Yes.

1
2 Q In fact, however, the building was rented to
3 Rugore Associates; is that correct?

4 A No. Rugore Associates was the fee owner of the
5 property.

6 Q Was it rented by or to Rugore, so, in effect,
7 Rugore owned the building and rented it to Young Mothers;
8 is that correct?

9 A Or to YIA.

10 Q Or to YIA, whatever the case may be.

11 However, all the rental payments were paid to you
12 personally; is that correct?

13 A That is correct.

14 Q Were all those checks deposited in that checking
15 account?

16 A Yes.

17 Q Did Rugore ever file income tax returns?

18 A Yes, they did.

19 Q When was the last time Rugore filed an income tax
20 return?

21 A '71.

22 Q Mr. Ruffin, when was the last time you filed an
23 income tax return?

24 A '73. In other words, I'm current. That's what
25 I'm trying to say. I haven't filed '74.

1

2

Q But you filed in '73?

3

A Right.

4

Q Did you file that in the Brooklyn District?

5

A No.

6

Q Manhattan District? Where did you file it?

7

A Andover, Massachusetts, originally, and now it

8

goes to Holtsville.

9

Q Can you just generally tell the Grand Jury what

10

kind of expenses Rugore Associates or you had with respect

11

to this building?

12

A Well, we had some architectural expenses, we had

13

watchman service for awhile. We put a roof on at one time

14

after it was -- after the renovation, by Lima. Lima was the

15

contractor that went out.

16

Q Is that L-i-m-a?

17

A Right.

18

Q And the taxes --

19

A And the taxes.

20

Q How did Lima come about to be the contractor?

21

A I didn't --

22

Q You didn't have a hand in that?

23

A No.

24

Q Finally, Mr. Ruffin, I have to ask this question,

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so I hope you can appreciate that.

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Did you at any time pay any money back to any individuals for the rental of this property during the period of time you rented it?

A No.

Q There were no kickbacks or bribes involved at all?

A None at all.

BY MR. DRUKER:

Q Mr. Ruffin, other than your association with Rugore, do you have any other corporate affiliations or company affiliations?

A Yes. At one time I was a part of a group that gave mortgages. It was called Unity Investors.

Q How long ago was that?

A The corporation is still in existence. It's insolvent.

Q Do you have any present employment?

A Yes.

Q Where and in what capacity?

A Post office.

Q That would be the United States Postal Service?

A That's correct.

Q What is your position there?

A Realty management specialist.

Q Mr. Ruffin, you stated that Rugore hasn't filed a

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tax return since 1971?

A That is correct.

Q Yet, Rugore was receiving income to the tune of about \$30,000 a year for 1972, 1973 and parts of 1974; is that correct?

A That's correct.

Q How do you account for the failure to file income tax returns for those years?

A There's no legal reason, except that the activities that were generating, I did not have the money to pay what I felt would have been for taxes at the time. See, that's why --

Q Where did the money go?

Before I ask you that, how much were you making a year, roughly, from the postal service?

A I wasn't working for the postal service then.

Q So you were getting \$30,000 a year from Youth in Action and its affiliation.

Did you have any other employment at that period of time?

A Yes, New York State Department of Transportation.

Q What capacity?

A Rideaway Agent.

Q How much were you making per year during the periods

1
2 of 1971 to 1973 or four, average?

3 A Eighteen, something like that.

4 Q So you were receiving close to \$50,000 a year,
5 and it is your testimony that you felt you didn't have
6 enough money to pay the income taxes or portions of it?

7 A That's correct.

8 Q Your personal returns, were those filed under the
9 name of William Ruffin?

10 A Yes.

11 Q Did you declare any of that on your personal re-
12 turns?

13 A No.

14 Q Where did the money go other than money for renova-
15 tion, putting new roofs on? Where did the bulk of it go to?

16 A That's a question on the surface. It seems like
17 there's a lot of money involved and it's gone.

18 But really some of the money -- each month between
19 the taxes and the -- well, I bought another piece of property
20 on the corner, on that corner, to round out that whole corner,
21 and there were developmental costs involved with the day
22 care center, all of that. The money went for all of these
23 things.

24 Q But you had something to show for it, didn't you?
25 It wasn't like someone stole the money. You were acquiring

2 new property.

3 A Yes.

4 Q You were aware, were you not, of the requirements
5 that every corporation and every individual with income
6 above \$750 a year has to file, right?

7 A No question.

8 Q Where do you maintain your personal bank account?

9 A My personal bank account?

10 Q Yes. Is KingsLafayette Trust Company one of them?

11 A No, that's only for these business things, cause
12 I don't use a checking account otherwise. I have an account
13 at East River Savings Bank.

14 Q That's a savings account?

15 A Yes.

16 Q What is your present balance, approximately?

17 A Less than a thousand dollars.

18 Q Any other accounts?

19 A Prudential.

20 Q Prudential what?

21 A Savings.

22 Q Checking or savings account?

23 A Savings.

24 Q What are the balances on that?

25 A Maybe a couple of thousand.

1
2 Q What other accounts?

3 A That's it.

4 Q When you formed these corporations, did you have
5 an attorney, or when you formed Rugore, did you have an
6 attorney?

7 A No.

8 Q You formed it yourself?

9 A Yes.

10 Q You filed with New York State?

11 A Yes.

12 Q Were you aware of any New York State laws that
13 state that corporate income must be deposited to corporate
14 accounts, not to personal accounts?

15 A That I was not aware of.

16 Q Again, it's your testimony that you didn't pay any
17 kickbacks or refunds or anything else to anybody from Bed-
18 Stuy Youth in Action?

19 A Not at all.

20 Q Did you make any contributions to the United Poli-
21 tical Club during that period of time?

22 A No.

23 Q Mr. Ruffin, I can't help being curious, as I am
24 sure the members of the Grand Jury are, why Bed-Stuy Youth
25 in Action would go out and select a building that was

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condemned, or at least had an unsafe evaluation on it, pay exorbitant amounts of rent and also offer to pay the renovations and never occupy it.

They just did this because they wanted that building so much?

A The reason that they did it was they wanted to put the Young Mothers Program in that building because the Young Mothers Program should move out of the building that the --

Q Did you know anybody in Youth in Action before this transaction took place, any officers, principals, directors?

A Not really.

Q You stated that you envisioned a non-profit making deal out of this.

Your mortgage was for about \$35,000 plus interest, right?

A Yes.

Q How much were the mortgage payments, roughly, the total mortgage?

A The way it went was a \$20,000 mortgage and I had borrowed through Lafayette the remaining money.

Q So the whole thing was about fifty or \$55,000 with interest?

2 A Yes.

3 Q You put \$7,000 into the renovations, right?

4 A Right.

5 Q So you are about \$7,000 ahead of the game right
6 off the bat, in addition to which at the end of the time
7 you would have that property that was renovated and worth
8 more money than you paid for it, is that right?

9 A That's right.

10 Q How do you equate that to the statement to the
11 Grand Jury that you didn't expect to come out of this with
12 any profit?

13 A Well, don't forget, when I say profit, if you take
14 the total, yes. But at the time that I was doing it, I
15 was not using any of this funds for my own living.

16 When I say no profit --

17 Q Wait a minute. We have to take the total. We
18 can't break it down and say on the first day you shelled out
19 2,000 and you only took in twenty dollars in rent, and,
20 therefore, it was a losing operation.

21 A I'm saying initially, as far as I could see, there
22 was not to be any profit to me because first off, they were
23 in the treacherous situation that they could only give a
24 one-year lease, and if the thing had collapsed, I would still
25 be on the hook for the whole thing. They only give one-year

2 leases.

3 There was no guarantee anywhere that I would go
4 any further than zero.

5 Q So that at the end of the first year, you would
6 have taken in \$30,000, which would almost take in the pur-
7 chase price --

8 A Suppose if it did happen, if the building were in
9 a mess and I would have to go out to find somebody to take
10 it over or to do some work, I would have been in the middle.

11 Q Didn't you wonder why these people wanted this
12 building, that, as you have described, it was a mess?

13 A Well, the building was not in a mess initially.
14 It had been used.

15 Q It had a UB rating, didn't it?

16 A Yes, it did have a UB rating.

17 Q Did you tell that to the people from Youth in
18 Action?

19 A They drew the plans, so I would presume that they
20 knew.

21 Q Did you advise them at any point that this build-
22 ing had a UB rating?

23 A First off, before I answer that definitively, at
24 that time I didn't know what UB meant, either.

25 When I spoke to the landlord, he said that there

1 had been a fire in the building and said maybe about with
2 8,000 you could put it back together and it would be okay.

3 So when the City notified me something about UB,
4 I went back to him. He said don't worry about it, there's
5 nothing to it. Well, I later found out that UB was a very
6 serious thing.
7

8 Q This other building that you purchased, where is
9 that located?

10 A Which other building? Next door to --

11 Q What is the address?

12 A 1410 Bedford Avenue.

13 Q What is the name --

14 A 1410 Bedford Corporation.

15 Q Who are the principals?

16 A I am, and Doreen Seymour.

17 Q Who is she?

18 A She's a friend, I was told, which they have two
19 people in the corporation.

20 Q Who told you that?

21 A I think the attorney advised.

22 Q What attorney?

23 A His name is Richard Smith.

24 Q Where is his office located?

25 A On Fulton Street between Thompkins and Kingston.

1
2 Q When did you form that corporation, when you bought
3 the building?

4 A Yes.

5 Q When was that?

6 A That I don't have the record of. That I don't re-
7 member.

8 Q Where is the bank account for the corporation?

9 A That bank account is in the National Bank of North
10 America.

11 Q Is that a checking account?

12 A Yes.

13 Q What is the approximate balance in that account
14 right now?

15 A Well, that account is solvent. It's maybe -- I'd
16 say maybe about \$10,000.

17 Q Then you did have a little money to pay the taxes,
18 didn't you?

19 A No.

20 Q All right. And I still didn't get an answer from
21 you, I believe, with regard to Rugore Corporation.

22 Where was the checking account that you mentioned
23 earlier in your testimony? You said you put it into your
24 own account. Was that a checking account?

25 A I put it into an account in my name.

2 Q Where?

3 A It was Kings Lafayette at that time. It is now
4 Republic.

5 Q Any present balances on that one, approximate?

6 A Approximately a thousand dollars.

7 Q What year was this 1410 Bedford purchased by you
8 or by your corporation?

9 A I think that was about 1969 or '70.

10 Q Was this building rented out?

11 A Yes.

12 Q To whom?

13 A City of New York.

14 Q Which agency or division of the City of New York?

15 A Agency for Child Development.

16 Q Which subdivision, if you know?

17 A (No response.)

18 Q Do you know the name of the outfit, like Young
19 Mothers, or whoever it is that rents it?

20 A Agency for Child Development is the operating
21 agency for the City of New York.

22 You want to know who's running the program for
23 the building?

24 Q Yes.

25 A The Community Sponsors.

1
2 Q Has the 1410 Bedford Corporation filed any tax
3 returns in the last five years?

4 A Yes.

5 Q What years?

6 A It is current.

7 Q Is the City in possession of either of those
8 buildings now or occupying either of them?

9 A When you say either, of what?

10 Q 1402 or 1410.

11 A 1410 they are in occupancy.

12 Q Who is occupying 1402?

13 A That's the one we were talking about before.

14 Q Yes.

15 A There's nobody in it. That's sealed up.

16 Q With regard to the other corporation, the 1410
17 Corporation, on its tax returns, has the corporation claimed
18 losses or gains in the last few years?

19 A I think the accountant carries it as a wash, be-
20 cause we were constructing a building, and as he explained,
21 we would have to wait until we were all completed and the
22 total cost would be amortized and we would start from zero.

23 Q What is the approximate rental that the City of New
24 York has been paying you on 1410?

25 A Their lease is \$165,000 a year.

1
2 Q Have you paid any income taxes, either individual
3 or on any of your corporations, in the past --

4 A I'd say yes. There was only one time that
5 was the 1402.

6 Q Where did this \$165,000 a year go --

7 A Hold it. You're jumping the gun.

8 Q Let me go back.

9 Has the City paid you roughly \$165,000 a year on the
10 1410 property for each of the last four or five years?

11 A No.

12 Q How much have they paid you?

13 A They only started paying rent in December last
14 year.

15 Q December 1975?

16 A Right.

17 Q Who rented it prior to that?

18 A It was under construction.

19 Q For how long?

20 A At least two years. It was a little longer than
21 two years.

22 Q Prior to that?

23 A It was vacant land.

24 Q It was vacant. No tenants prior to that?

A No.

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Q How much money went into that construction or renovation, as it may have been?

A A million and a half dollars.

Q Where did you obtain that money from?

A From loans.

Q From whom, Small Business--

A No.

Q From whom?

A I had a lease with the City on the strength of the twenty-year lease. I got a permanent mortgage from New York Life and National Bank of North America gave me a second to finish the building, because it ran over the budget.

Q So you put about a million and a half into it, right?

A I got loans for a million and a half and that million and a half was put into it.

Q The City is paying you \$165,000 a year for it; is that correct?

A That's correct.

Q Mr. Ruffin, I am going to ask you to return next Friday morning at 10:00 o'clock A.M. and to bring with you the records of each of those corporations that you have just testified about, and also to bring the corporate tax returns and your own personal tax returns, your copies of those with

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you.

A You want the 1410 account?

Q Yes.

A You want that corporation?

Q Yes.

A That's all right.

Q Included in the records, we are going to want to examine the bank statements, including cancelled checks from each of those accounts for the years 1970 through 1974.

A Well, I can give it to you for the 1410. I don't control the other one at all.

Q Which one?

A When you say the other corporations, you are talking about 1410?

Q That's correct. What about the Rugore account?

A There was no account.

Q It went into a personal account, right?

A Right. I brought you the statements I could find there (indicating).

Q We have those?

A Yes.

Q Then with that understanding, we will see you next Friday at 10:00 A.M., sir.

A Right. You want 1410's account?

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Q Right.

3

A That's no problem.

4

Q And all books, records pertaining to that corpora-

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tion.

6

(Witness excused.)

7

(Time noted: 4:21 o'clock P.M.)

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EXHIBIT 11-B - GRAND JURY MINUTES DATED MARCH 14, 1975 - 11:05 a.m.
(pp. E194- E214)

UNITED STATES GRAND JURY

EASTERN DISTRICT OF NEW YORK

- - - - -x

UNITED STATES OF AMERICA :

-v- :

JOHN DOE No. 2 :

- - - - -x

United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

March 14, 1975
11:05 A.M.

APPEARANCES:

JAMES O. DRUKER, ESQ.

Assistant United States Attorney

WITNESS:

WILLIAM RUFFIN

Janice Zvail
Grand Jury Reporter

RALPH FINK & ASSOCIATES

Certified Stenotype Reporters

140 NASSAU STREET

NEW YORK, N. Y. 10038

REctor 2-5566

W I L L I A M R U F F I N, called as a witness, having
been duly sworn by the Foreman of the Grand Jury,
testified as follows:

BY MR. DRUKER:

Q Will you please state your name.

A William Ruffin.

Q By the way, Mr. Ruffin, I don't think we got
your home address last week.

Could you state it?

A 21 Irving Place, Brooklyn.

Q In Brooklyn?

A Yes.

Q Mr. Ruffin, again I will advise you that pursuant
to the Constitution and the laws of the United States, you
do not have to answer any question that might tend to
incriminate you.

Do you understand that?

A Yes.

Q Anything that you do say may be used against you
in a court of law at a later time.

Do you understand that?

A Yes.

Q Do you further understand that you have a right
to have an attorney of your choosing present outside the

Grand Jury Room, and to consult with him at any time during the questioning?

A Yes.

Q And that if you cannot afford an attorney, the Court would appoint one for you?

A You didn't tell me that last time.

Q Well, I will tell you now in case I did not tell you that last time.

If you cannot afford an attorney, the Court will appoint one for you.

A I would like an attorney.

Q Can you afford an attorney of your own choosing?

A No, because the guy I want wants \$50 an hour and I can't afford that.

Q Mr. Ruffin, let me ask you this: There are forms that you will have to fill out if you wish to have the Court appoint an attorney for you. I do not want to get into the whole delicate matter of your finances at the moment, but, basically, on these forms you will be representing I think that you cannot afford an attorney, that you do not have the funds available to you.

I just want to say, based on your testimony of last week, you have substantial cash deposits in some bank and you also own a great deal of real estate.

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1
2 Now, if it is your desire to go ahead and fill
3 out the forms, the Court rules upon an application whether
4 or not to have an attorney appointed for you, we can --

5 A What is the basic limitation?

6 Since I wasn't aware of that, I'm not at all
7 prepared.

8 Q It is flexible. Basically, the laws in this area
9 are so that poor people can have the same representation
10 before a court that wealthy people can have; and I do not
11 know what the financial guidelines are, and I do not want
12 to mislead you in any way, so I am not even going to state
13 what I think they are; but the basic question is whether
14 or not you can afford to hire an attorney, and if you cannot,
15 I would suggest that you make application to the court.
16 If you can afford an attorney, then you have to make a
17 decision whether or not you wish to hire an attorney.

18 A Okay, I'll stay. I'll answer the question, but
19 I wasn't aware of this before when I came in, otherwise
20 I might have investigated it.

21 Q You were aware you had over \$10,000 in the bank,
22 right?

23 You testified to it last week.

24 A I testified I had over \$10,000.

25 Q You testified in one account, a loan you had,

2 a \$10,000 balance and that you had balances here --

3 A I think you misunderstood.

4 Q I will read you the exact record. I am referring
5 to page 28 of the transcript of your testimony from last
6 week. I think we are talking, at this point, about the
7 1410 Bedford Corporation.

8 A That's different.

9 Q Where is the bank account for that corporation?

10 A That bank account is in the -- bank account of
11 North America.

12 That's different.

13 Q That is the corporation account?

14 A Yes.

15 Q Let me ask you this: I do not know the financial
16 guidelines; but is it your feeling, at this time, that you
17 would have difficulty in securing adequate representation,
18 and if so, is it your feeling that you would like to ask
19 the Court to have an attorney appointed for you?

20 A Well, without guidelines, I don't know.

21 I'm middle-class, but I'm -- not the prices that
22 were quoted to me when I talked to a couple. They wanted
23 \$50 an hour.

24 At least from where I sit, I think that's out of
my reach. It's more than I can afford.

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2 Q One other thing I will ask, Mr. Ruffin.

3 Did you bring any corporation records with you
4 today?

5 A Yes, I did.

6 Q I will call upon you, in your capacity as a
7 corporation officer of these various corporations, to
8 provide those records at this time.

9 A Yes, I will give you those.

10 Q With regards to questions in your individual
11 capacity, we will adjourn those until we have gone before
12 the Court with securing counsel for you.

13 A Okay.

14 On these, will you give me a receipt on these.
15 I didn't take a receipt on the other stuff.

16 Q Surely.

17 A Do you have a receipt?

18 A That's a record of all I have here.

19 MR. DRUKER: May the record indicate that
20 the listing of documents includes records of the
21 Janro Bedford C.P.C. Contractor Corporation,
22 I guess.

23 Q Is that a corporation with which you are affiliated?

24 A No, that's a listing of the records that the
25 accountants have.

2 Janro Bedford C.P.C. was the contractor.

3 Q Just so we can get this straight, how many
4 corporations are you an officer or director of?

5 A Just this one.

6 Q 1410 Bedford Avenue Corporation?

7 A Yes.

8 Q Is that corporation in the State of New York?

9 A Yes.

10 Q What is your position with the corporation?

11 A President.

12 Q Are there any other principals or officers?

13 A I'm the only one.

14 Q Rugore Associates, is that a corporation?

15 A Yes.

16 Q Was that incorporated in the State of New York?

17 A Yes.

18 Q First, with regard to 1410 Bedford, when was
19 that incorporated?

20 A 1970.

21 Q Who incorporated it?

22 A Richard Smith.

23 Q He was an attorney?

24 A Yes.

25 Q With regard to Rugore, who incorporated that, and
when?

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2 A I did.

3 Q When was that done?

4 A I don't remember the date, but it was in the late
5 sixties.

6 Q I think you testified last week, with regard to
7 the 1410 Corporation, that a Doreen Seymour was principal,
8 is that correct?

9 A She was an incorporator.

10 Q Did she have any interest in the corporation,
11 to your knowledge?

12 A No.

13 Q Are you connected with any other corporations?

14 A No.

15 Q In any way, shape or manner?

16 A No.

17 Q With regard to the 1410 Bedford Avenue Corporation,
18 can you tell the Grand Jury in the last five years which
19 years that corporation has filed tax returns for --

20 A All except the current year which was not due.
21 Our corporate year ends March 31 and it's not due until
22 three months thereafter.

23 Q Then that corporation is current with regard
to its tax returns?

A Yes.

Q Who were the corporate employees?

A There are no employees in the sense of somebody that works for us. But we do have an accountant who works on a -- he doesn't work as an employee. He works as a consultant to us; and also there was another consultant. It has no employees.

Q What is the accountant's name?

A Jerry Klatderman.

Q Where are his offices located?

A In the Lefrak Building on Queens Boulevard.

Q L-e-f-r-a-k?

A Yes. He works for Delco Development. You can get his address through that. I don't know the exact address.

Q Who is the consultant that you mentioned?

A William L. Hochfeld.

Q What type of consulting does he do?

A He consults the whole project. He's a construction man.

Q Where are his offices located?

A He works out of his home in Oceanside.

Q Does the accountant, whom you have mentioned, prepare the tax return for the corporation?

A Yes, he does.

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2 Q With regard to 1410 Bedford Avenue Corporation,
3 what property does that corporation own?

4 A It owns one piece of property which was designated
5 1410 Bedford Avenue.

6 Q Can you describe that building to the Grand Jury?

7 A That property is presently improved with a
8 two-story and basement, masonry structure. The whole
9 property is currently on lease to the City of New York.

10 Q When was that property purchased?

11 A That I'm not exactly sure, but it would be '70
12 or '71.

13 Q With regard to Rugore Associates, which of the
14 last five years, if any, did Rugore file tax returns?

15 A As I previously stated, I know we do not file
16 from '71 forward.

17 Q Is there an accountant for that corporation?

18 A No.

19 Q With regard to Rugore, where are the bank accounts
20 for the corporation, if any.

21 A There are none.

22 Q With regard to 1410 Bedford Avenue Corporation,
23 where are the bank accounts, if any?

24 I think you testified one was the former King
25 Lafayette Bank.

1 A The 1410.

2 Q Yes -- withdrawn.

3 Where are the corporate accounts?

4
5 A The corporate accounts for 1410 Bedford Avenue
6 was previously in the National Bank of North America until
7 about a month ago. At which time, they, the National Bank
8 of North America, closed out that account and an account
9 was opened in First National City Bank.

10 Q Which branch?

11 A 80 Beekman Street, Manhattan.

12 Q Which branch of the National Bank of North America
13 was the account in?

14 A 44 Wall Street.

15 Q Manhattan?

16 A Manhattan.

17 Q What is the approximate present balance of that
18 account?

19 A Approximately ten thousand, but I wouldn't --
20 I'm not sure. I really am not sure of the present exact
21 balance; but around \$10,000.

22 Q Does the corporation have any payroll to meet,
23 or any expenses?

24 A It has expenses, but no payroll.

Q Maintenance, I take it, upkeep and mortgage payments?

2 A Mortgage payments, and we are responsible for
3 some maintenance at that building -- and insurance.

4 Q With regard to 1410, does all of the income that
5 you receive from the City of New York go into the corporate
6 account?

7 A Yes, it does.

8 Q Every check?

9 A Every check.

10 Q All of the expenses, I take it, are paid by
11 corporate checks?

12 A Yes.

13 Q Does any money, or has any money gone out of
14 that account to any individual other than to pay expenses
15 of the corporation?

16 A No.

17 Q With regard to Rugore, your testimony was there
18 was no corporate account, is that correct?

19 A No, it was maintained under my individual name,
20 but it was the intent that that account would reflect the
21 corporation.

22 Q Are there any articles of corporation bylaw for
23 any of these corporations?

24 A There were some for 1410; but through a mix-up,
the corporate records were lost because -- let me explain

2 that.

3 At the time that the first mortgage was closed,
4 we had an attorney that represented us. At that time he
5 had the records. When we went back just two or three
6 months ago to the final closing, the attorney representing
7 me asked for the corporate records, and I said I thought
8 the old attorney had them. When I contacted them, he
9 insisted he not.

10 It's my recollection that he did have, but that's
11 all I can say is that they just disappeared. I say he has
12 them. The second attorney was able to close without them,
13 so it did not become a hassle.

14 Q With regard to Rugore Associates, what is the
15 address or addresses of the property owned by that
16 corporation?

17 A It owns a property at 1402 Bedford Avenue.

18 Q Which would be right next door to the 1410
19 property?

20 A That is correct.

21 Q Can you describe the 1402 property for the Grand
22 Jury?

23 A That's a two-story, partial masonry structure
24 with a partial basement.

25 Q Did this Janro Corporation do any renovation work

2 for either of these buildings?

3 A Not renovation -- to save you time -- that Janro
4 Bedford C.P.C.'s a joint venture between two corporations.
5 That joint venture undertook by way of a contract with
6 1410 Bedford Avenue to erect the building. That's their
7 relationship.

8 Q To erect the building?

9 A At 1410 Bedford Avenue.

10 Q Was there a building on the premises before?

11 A Before when?

12 Q Before this building was put up, or was it a
13 vacant lot?

14 A What date in time are you speaking of?

15 Q When was this building put up?

16 A It was just put up.

17 Q When?

18 A Well, it was completed in December of '74.

19 Q What was there before this building was started?

20 A At the time we started, it was a vacant lot.

21 Q Is the corporation still making payments to
22 Janro Bedford C.P.C.?

23 A We have an obligation to Janro Bedford C.P.C.,
24 but that obligation, at the present time, will probably
be the subject of litigation.

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3 Q What is the total amount of money that has been
4 paid to this Janro C.P.C. today, approximately?

5 A I don't know; something like nine hundred and
6 maybe \$920,000. Something like that.

7 Q How much is due and owing?

8 A That I can't answer till the financial accounting
9 and everything is done.

10 Q Do you know where this corporation is located?

11 A For all practical purposes they were out of
12 business.

13 Q Do you know who the principals are or were?

14 A Ones that I can remember were Marty Rodow, James
15 Jannifer, Seymour Soskol, I believe. There was one more.
16 There was four of them -- Louis Branca.

17 Q Do you know how many of these individuals can
18 be contacted or where they are at present?

19 A I really can't tell you because that was one of
20 my problems. They practically went out of business during
21 the final stages of construction.

22 Q Do you know who their lawyers are, since you
23 state there may be litigation?

24 A They retained a man by the name of Alvin Chriss
25 whose offices are on 57th Street in Manhattan.

Q Who first, if anyone, represented this Janro C.P.C.?

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2 A I couldn't answer that question. It's unclear.

3 As you posed the question it would be difficult
4 for me to answer. I will tell you this: That we had a
5 very long and exhaustive search to try to come up with a
6 contractor because we didn't have enough money -- what most
7 contractors felt this job should cost. I don't recall --
8 remember how we got to them finally. But we had negotiations
9 with them -- at least four other contractors before we
10 finally got them.

11 Q Do you know Mr. Samuel Wright?

12 A In what frame of reference?

13 Q Do you know him personally?

14 A No.

15 Q Did you ever meet?

16 A No.

17 Q Did he recommend Janro to you?

18 A No.

19 Q Can you recall how Janro first came to your
20 attention?

21 A At the moment I -- I'm not trying to -- but I
22 just don't remember.

23 Q With regard to the 1410 Corporation, how did
24 the City of New York come to you?

25 How did that relationship arise where they rented

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2 the property from the corporation?

3 A Well, this came about through a direct lease
4 with the City of New York.

5 Q But someone had to initiate the transaction.
6 Someone contacted you, or you contacted someone else to
7 get the ball rolling, right?

8 A What actually happened, I was with a group that
9 was interested in a day care center for a long, long time.
10 We tried to put together a day care center at another
11 location. We tried to do it cooperatively and it just --
12 well, it was just a debacle because it still hadn't been
13 built, and probably the building will be torn down.

14 At the time, when we were going back and forth
15 with the City trying to get a day care program established,
16 because the group that I was with was one of the first
17 that worked on four day care centers.

18 The City's policy, somewhere along the line,
19 changed and we were dealing with the Department of Social
20 Services, and they told us that through the Department of
21 Real Estate, at that time, the City was just beginning to
22 have the record leases for day care centers.

23 In my group, there was an architect and there
24 were several other people that worked in this community group.
The property adjacent to 1402, which I had previously

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2 indicated I controlled, at that time, there was a vacant
3 building on the property. The property was owned by the
4 National Bank of North America. Through the watchman at
5 my building I learned that that property was for sale,
6 although there was no sign. It had not been advertised
7 or made known to the general public. I contacted the
8 National Bank of North America and I indicated to them
9 that I would be interested in the property and perhaps I
10 could put up a day care center there with this direct lease
11 program from the City of New York. They were receptive
12 to the idea. We did not work out anything concrete. I
13 then went to the Department of Real Estate. The Department
14 of Real Estate indicated I'd have to come up with preliminary
15 drawings and some program. In essence, a proposal. That's
16 really what they requested.

17 So, the architect gave me the representations
18 and a rough draft, and I sat down with Mr. -- I think his
19 name was Palumbo in the Department of Real Estate, and
20 from that meeting he told me what the City was prepared to
21 pay. We came away with a rough draft of a lease which
22 later then sent me a full lease, and that's the way it was
23 done. It was a direct negotiation with the Department of
24 Real Estate.

Q What is the lease term?

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2 A Twenty years, I rent at about \$165,000 a year.

3 Q I think that about completes the questioning
4 insofar as your corporate capacity.

5 Before we go into the individual area, I will
6 ask the Foreman to excuse you subject to recall so that
7 we can determine whether or not you are entitled to a
8 Court appointed counsel.

9 I take it, at this time, your desire is to seek
10 such counsel.

11 Mr. Ruffin, you have provided records of the
12 Janro Bedford C.P.C. account, or ledger, is that correct?

13 A That's a list. That's the first item.

14 Q And also records of 1410 Bedford Avenue Corporation
15 which includes, among other things, cash receipts, cash
16 disbursements and tax returns, is that correct?

17 A Yes.

18 Q Finally, four envelopes which contain bank state-
19 ments of one or more of these corporations for the past
20 several years, is that correct?

21 A Yes.

22 Q I will receive these on behalf of the Grand Jury
23 and mark them later on as individual exhibits.

24 Is everything in there?

25 A Yes (handing).

2 MR. DRUKER: Mr. Foreman, that is all the
3 questions I have at this time.

4 THE FOREMAN: You are excused.

5 (Witness excused.)

6 (Time noted - 11:30 A.M.)

7 MR. DRUKER: May the record indicate that
8 the exhibit presented by Mr. Ruffin has been
9 marked as follows:

10 As Grand Jury Exhibit 7, the exhibit con-
11 tained in an envelope, marked Bank Statements
12 September 1973, March 1973 and December 1973.

13 (So marked.)

14 Grand Jury Exhibit 8, the documents contained
15 in an envelope marked Bank Statements 4-72 through
16 12-72.

17 (So marked.)

18 Exhibit 9, documents contained in an envelope
19 marked Bank Statements January 1974 to September
20 1974.

21 (So marked.)

22 Exhibit 10, documents contained in an envelope
23 marked 1410 Bedford Avenue Bank Statements,
24 October 1974 and November 1974.

(So marked.)

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Exhibit 11, a group of documents which are captioned "Janro Bedord C.P.C. Contractor Ledger."

(So marked.)

Exhibit 12, documents contained in an envelope captioned "1410 Bedford Avenue Cashbooks."

(So marked.)

Exhibit 13, documents contained in a folder captioned "1410 Bedford Avenue Corporate Tax Returns."

(So marked.)

Exhibit 14, documents contained in an envelope marked "General Ledger 1973."

(So marked.)

Exhibit 15, grouping of documents that appear to be accounting worksheets and seem to be marked "1410 Bedford Avenue Corp. Journal Entries."

(So marked.)

Finally, as Exhibit 16, the bound checkbook of the 1410 Bedford Avenue Corporation.

(So marked.)

That completes the documents presented by Mr. Ruffin.

- - -

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E215

EXHIBIT 11-C - GRAND JURY MINUTES DATED MARCH 14, 1975
12:40 p.m. (pp. E215-E238)

UNITED STATES GRAND JURY
EASTERN DISTRICT OF NEW YORK

- - - - -X

UNITED STATES OF AMERICA :

-v- :

JOHN DOE No. 2 :

- - - - -X

United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

March 14, 1975
12:40 P.M.

APPEARANCES:

JAMES O. DRUKER, ESQ.

PETER GOLDMAN, ESQ.

Assistant United States Attorneys

WITNESS:

WILLIAM RUFFIN

Janice Zwaif
Grand Jury Reporter

RALPH FINK & ASSOCIATES

Certified Stenotype Reporters

140 NASSAU STREET

NEW YORK, N. Y. 10038

REctor 2-5566

Ruffin 3/14/75

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2 W I L L I A M R U F F I N, resumed, testified further
3 as follows:

4 MR. GOLDMAN: Mr. Ruffin did you and myself
5 just appear before Judge Platt?

6 THE WITNESS: Yes.

7 MR. GOLDMAN: Did we inquire of Judge Platt
8 whether you were entitled to have assigned counsel
9 or not?

10 THE WITNESS: Yes, we did.

11 MR. GOLDMAN: Judge Platt asked you several
12 questions with respect to your financial ability
13 to retain an attorney, a private attorney?

14 THE WITNESS: Yes, he did.

15 MR. GOLDMAN: And did Judge Platt tell you
16 that you were not, at this time, or he felt that
17 you were not entitled to have a court-assigned
18 attorney represent you?

19 THE WITNESS: That is correct.

20 MR. GOLDMAN: Now, at this time, is it your
21 desire to retain your own counsel?

22 THE WITNESS: No.

23 MR. GOLDMAN: You will continue testifying
24 without counsel?

25 THE WITNESS: Yes.

1
2 BY MR. DRUKER:

3 Q I will ask the witness to answer yes or no rather
4 than nodding his head.

5 You are aware you are still under oath, is that
6 correct?

7 A Yes.

8 Q Let me just say, in fairness to you, Mr. Ruffin,
9 your testimony, or in answering these questions, you may
10 be implicating yourself in violation of the Federal law;
11 so I just want to make it clear that you are aware of that
12 possibility and that you are testifying voluntarily?

13 A Yes.

14 Q Has anyone made any promise of any kind to get
15 you to waive your Constitutional rights and testify here?

16 A No.

17 Q With regard to Rugore Associates, and I do not
18 want to rehash all of last week's testimony, just
19 briefly, I think it was your testimony, that you opened
20 an account in your own name and that the proceeds which
21 Rugore obtained went into that account, is that correct?

22 A That is correct.

23 Q Then from that account you paid the expenses of
24 Rugore, is that correct?

25 A That is correct.

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4

2 Q Do you know an Olga DeFreitas?

3 A Yes, I do.

4 Q Do you know what her official position is?

5 A She's the project director of the Young Mothers
6 Training Program.

7 Q Is it Miss or Mrs. DeFreitas?

8 A Miss.

9 Q For how long have you known her?

10 The best estimate.

11 A Seven or eight years. Something like that.

12 Q Do you know her in a business or social capacity?

13 A I know her in both.

14 Q Have you gone out with her socially?

15 A Yes, I have.

16 Q Over the course of the last seven years or so?

17 A I have gone out with her socially. I don't know
18 what you mean over the course of seven years.

19 Q Does your social relationship go back the seven
20 or eight years you have known her?

21 A Yes.

22 Q Did any of the proceeds from Rugore or the other
23 corporations go to Miss DeFreitas?

24 A Not to her for herself. It went to her for some
25 of her expenses in connection with the Young Mother Training

Ruffin 3/14/75

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Q Some of the money went back to Miss DeFreitas?

3

4

A Not on a regular basis as you are implying, I think.

5

6

Q No, I am not implying.

7

I am simply asking you, and I will give you the opportunity to explain what you are talking about.

8

9

But first of all, I take it from your answer that Miss DeFreitas, either in a business or reimbursement capacity, or some other capacity, got some of the money that Rugore obtained, is that correct?

10

11

12

13

14

A I don't like the way you are phrasing that question. Let me put it my way and perhaps we'll arrive at the same thing.

15

16

17

18

All I'm saying is from that account, I did make certain contributions to the Young Mothers Training Program which went to Miss DeFreitas because she was the project director.

19

20

21

Q When you say you made some contributions, first of all, were these by cash or by check?

22

23

24

25

A Usually by check.

Q To whom would the check be made payable?

A They would be made, I think to Miss DeFreitas or the Training Program for Young Mothers.

Q When they are made payable to Miss DeFreitas,

Ruffin 3/14/75

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2 approximately, on how many occasions would you say that
3 happened?

4 A I really -- maybe a couple of times. I don't
5 know.

6 Q What were the amounts of these checks as best
7 you can recollect?

8 A I wouldn't even hazard a guess. You have all
9 the checks.

10 Q The aggregate of these checks be for a couple
11 of thousand dollars or thereabouts?

12 A I would think so.

13 Q What was the purpose of those checks?

14 A Those checks, for one thing, the training program
15 and for the graduation which was not -- which is not
16 budgeted; or the budget they get does not include money
17 they can use for a graduation. I contribute to that, and
18 they also give a scholarship every six months, whenever
19 they have a graduating class. I contributed to that.

20 Q For the moment, let us contain ourselves to
21 the check made out to Miss DeFreitas, not the one of the
22 program.

23 With regard to the check to Miss DeFreitas, what
24 were those for, if you know?

25 A Offhand, I couldn't remember.

Ruffin 3/14/75

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Q Were these gifts?

3

A No. When you say gift, you mean a gift to her?

4

Q Yes.

5

A If a gift -- it was for a program, not anything to her, if that's what you are trying to say.

6

Q If it was a gift to the program, why was the check not made out to the program?

8

A Well, I think, at the time, I didn't think one way or the other.

10

Q Mr. Ruffin, you seem like an intelligent gentleman, and a rational man.

11

If you were going to give a check to the United Fund, would you not make the check out to the United Fund?

13

A Yes, I would.

15

Q If you were going to give a check to the Young Mothers Program, would you not make the check out to the Young Mothers Program?

16

A That doesn't necessarily -- it would depend on the relationship of the people involved.

19

Q Then is it your testimony when you made out these checks to Miss DeFreitas, it was your intent that she would put this money into the Young Mothers Program or pay the expenses of the program?

21

A Right, because I know that she has told me that

22

23

24

25

Ruffin 3/14/75

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2 she has underwritten a lot of expenses that were not
3 covered. So if I made a contribution, it would be towards
4 these expenses.

5 Q Do you know who Veronica DeFreitas is?

6 A That's the same person.

7 Q Do you have any personal savings accounts?

8 A Yes.

9 Q Where are those located?

10 A I think I testified to that last week.

11 They are located in Prudential and East River
12 Savings.

13 Q Which branch of the Prudential?

14 A 250 Broadway.

15 Q Manhattan?

16 A Yes.

17 Q How about East River Savings?

18 A Cortlandt Street.

19 Q In Manhattan?

20 A Yes.

21 Q How about the Brooklyn Savings Bank?

22 A I had an account there. I think it's down to
23 \$100.

24 Q Do you know who Louis Lionni is?

25 A Yes, he's an architect.

Ruffin 3/14/75

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Q Payments to Mr. Lionni would be in connection with architectural work on one or both of these buildings?

A Yes.

Q Roughly, over the course of a month or so, how many times would you see Miss DeFreitas?

A In a business or social capacity, in the average month, in the last several years, maybe twice a month.

Q Did you ever ask her if they planned to move into the building that they were renting from you for \$30,000 a year?

A Many times, because we have been, as a group, down to the Board of Education -- a lot of other places trying to get this thing -- bring it to fruition.

Q What was her response as to whether or not they were going to move in?

A She said, "Yes," they were going to move in.

Q Did you tell her, at any time, that the building had a UB rating, as you have put it, "unsafe"?

A I don't know that I told her, but I'm pretty sure she was aware of it.

Q How would she be aware of it?

A This thing has been kicking around for about four or five years.

Q You were not even aware of it when you first

Ruffin 3/14/75

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1
2 bought the building according to your testimony last week,
3 is that correct?

4 A No, that's not quite correct.

5 I said, at the time I bought the building, I
6 learned that it had a UB. I wasn't aware what the UB was,
7 and seriously, of what a UB is, I only learned that later.

8 Q How would Miss DeFreitas know about the UB rating
9 without your telling her?

10 A I wouldn't want to hazard a guess how she found
11 out or whether she knows.

12 Q To the best of your knowledge she does not know
13 that it has a UB rating, is that fair to say?

14 A No, I would not say that.

15 Q Has she ever mentioned to you that it has a UB
16 rating?

17 A I don't know how to answer that question specifically.
18 ly.

19 Q Have you ever seen any document in her hand to
20 indicate that the building had a UB rating?

21 A No.

22 Q Has she ever given you one solitary indication
23 that the building had a UB rating, and if so, when did she
24 do so?

25 A I cannot specifically answer that question in

Ruffin 3/14/75

11

1
2 the context that you're posing as to specific dates and
3 time.

4 Q At any time, any time in the last twenty years,
5 did Olga DeFreitas indicate to you, in any way whatsoever,
6 that she was aware that that building had a UB rating?

7 A I will not answer that question in the way you
8 pose it.

9 I will answer that question in this sense: That
10 it is my opinion that she knew that it had a UB rating. I
11 cannot specifically categorize of what date, time or place
12 she may or may not have so specified to me. I am telling
13 you that I -- she knew.

14 Q That is just a feeling you said?

15 A I don't think that I cannot say.

16 Q Did you ever tell her, at any time, about the
17 UB rating?

18 Did you, personally, ever mention it to her?

19 A I really -- I'm not trying to evade the question,
20 but I don't know that I can make that answer -- that
21 question categorically because I really can't recall a
22 specific time or occasion. All I can say is I think they
23 knew about the UB.

24 Q Is it fair to say that, to the best of your
25 recollection, you never told her about it?

Ruffin 3/14/75

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Maybe id, maybe you cannot recall it?

3

A I'll to that wording.

4

5

Q When is the existing lease up, or is there an existing lease now on that building?

6

7

A The last one was up in October, I believe, of last year, '74.

8

9

10

Q Do you own any other property other than these two buildings anyplace in the country or anyplace in the world?

11

12

A Yes, I own a two-family house, 707 Green Avenue in Brooklyn.

13

14

Q For how long have you owned that?

15

16

A I think it was '58.

17

Q Is there still a mortgage outstanding on that?

18

19

20

A No, the mortgage was transferred to Rugore Associates.

21

22

23

24

25

Q When was that?

A You have it in there someplace. I gave that -- a mortgage -- the things I gave you.

Q In the records?

A Yes.

Q Just your best recollection.

When was it bearing in mind that we will locate

Ruffin 3/14/75

13

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2 A It was in the seventies when the mortgage was to
3 be paid out.

4 Q Then Rugore assumed the mortgage on your private
5 residence, is that correct?

6 A Rugore Associates now has been assigned the mortgage
7 for the Carver Federal Savings & Loan. They had the original
8 mortgage, and because there was a second mortgage, and the
9 property which has never been collected to protect the first
10 mortgage position when I paid off the mortgage -- I asked
11 that it be transferred to a company that I controlled so
12 that, in the event there was ever a foreclosure, I will
13 have first lien on the property.

14 Q Is Rugore making any mortgage payments on the
15 property or has it paid any?

16 A The mortgage is paid off.

17 Q Did Rugore pay any of it off?

18 A No, it was paid off. At the time I paid it off,
19 instead of asking for a separation, I asked it be transferred
20 to Rugore.

21 Q Do you own any other property in addition to that?

22 A That's all.

23 Q Do you have any bank accounts other than those
24 you have told us about this week and last week?

25 A I have other accounts.

Ruffin 3/14/75

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Q Where are they?

3

A I think that covers all of them.

4

Q Any out of New York State?

5

A No.

6

Q Any out of the country?

7

A No.

8

Q Any other property any place?

9

I may have just asked you this. I am not sure.

10

A Well, I have -- together with my mother I own

11

some property in the south.

12

Q Whereabouts?

13

A Virginia.

14

Q What type of property, commercial or residence?

15

A It's what we call homestead -- not homestead --

16

it's family home place.

17

Q When did you purchase that property?

18

A We've owned it since my father died.

19

Q When was that?

20

A Thirty years ago -- forty years ago.

21

Q With regard to 1402 Bedford Avenue, which bank,

22

if any, holds the mortgage on that property?

23

A It's paid off.

24

Q It is paid off in full?

25

A Yes.

Ruffin 3/14/75

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Q Which bank held the mortgage?

3

A It was held by the former owner.

4

Q Whose name was?

5

A Nathan Baum.

6

7

Q With regard to the 1410 property, which bank or banks holds the mortgage on that?

8

9

10

A Apparently, the first mortgage is held by the New York Life Insurance; a second loan is granted by National Bank of North America.

11

Q Which branch?

12

A 44 Wall Street.

13

14

Q Did you have to put anything down to purchase that building, or was it mortgaged a hundred percent?

15

16

Did the loan cover a hundred percent of the purchase price, I should say?

17

18

A The loan covered a hundred percent of the purchase price.

19

20

21

22

Q I asked you earlier about the corporate income tax returns with regard to your individual returns; and if I asked this last week, I apologize. I didn't have a chance to go over it thoroughly.

23

24

Did you file for the last five years?

A Yes.

Ruffin 3/14/75

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2

A Yes.

3

4

5

Q On that, I take it the years you were with New York State you declared that income or I should not take anything for granted..

6

7

Did you declare the income when you were with the Department of Transportation with New York State?

8

A Yes.

9

10

Q With regard to the period that you have been a Federal employee, when did that commence?

11

A Last May.

12

Q There would not have been any return due yet?

13

A No.

14

Q On that?

15

A No.

16

17

Q Your prior employer was, again, the New York State Department of Transportation?

18

A That is correct.

19

Q Which office?

20

21

A Well, my headquarters was -- it was in Babylon; but that office is now removed to Hauppauge, Long Island, near the district office, regional office.

22

Q For how long were you with New York State?

23

24

A Since 1948.

25

MR. GOLDMAN: Mr. Ruffin, can you tell the

Ruffin 3/14/75

17

1
2 Grand Jury, approximately, when you purchased
3 the land where the 1410 property is; the building
4 that was constructed there?

5 THE WITNESS: Somewhere around 1970, '71.
6 Somewhere in there. Some place in the perio'
7 between '69 and '71.

8 MR. GOLDMAN: What time did you start to
9 negotiate for the City lease for the 1410 property
10 with respect to the, I believe it was the day care
11 center?

12 Approximately, when did you start to negotiate
13 that lease?

14 THE WITNESS: I can't give you dates. I can
15 tell you, in summary fashion, that the two things
16 that signed were going on at the same time because
17 all I had, originally, from National Bank of North
18 America was an option, and until I could nail down
19 the lease for the City, I didn't want to be on
20 the hook for a large amount of money.

21 So it was during the option period the lease
22 with the City came through, at which time, I went
23 back to National Bank of North America and they
24 indicated they would hold the property for me
25 as soon as I would arrange construction finances.

Ruffin 3/14/75

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2 They, in turn, told me that if I could get a
3 pertinent loan that they would even arrange to
4 be my construction lender. They would give me
5 the building loan.

6 So that I can't give you a differentiation
7 of the time. Those events more or less went
8 together.

9 MR. GOLDMAN: Did you, personally, have
10 the option, or did the 1410 Company have the
11 option to purchase that property?

12 THE WITNESS: Well, initially, I believe --
13 and again I'm not sure -- initially, I think I
14 had it, personally; but when it was formalized
15 I had organized a corporation, 1410 Bedford
16 Avenue Corporation, and I believe the 1410 Bedford
17 Avenue Corporation was a signatory on the documents.
18 Any documents that were actually signed were signed
19 with 1410.

20 MR. GOLDMAN: Is it your testimony that the
21 full construction cost of the 1410 property was
22 received through mortgages?

23 I think you said a life insurance company
24 in the bank?

25 THE WITNESS: Right.

Ruffin 3/14/75

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2 MR. GOLDMAN: What was the total construction
3 cost?

4 THE WITNESS: Well, that's still being
5 audited but I will say, approximately, a million --
6 somewhere in the million -- four hundred thousand,
7 \$500,000 -- say, approximately, a million and a
8 half.

9 MR. GOLDMAN: Were some of the proceeds
10 from the rent of 1402 property used with respect
11 to the 1410 property?

12 THE WITNESS: Yes, some of those were.

13 MR. GOLDMAN: What were they used for?

14 THE WITNESS: They were used for what I call
15 up-front money. I had to have certain plans
16 drawn. I had to put the initial deposit on the
17 option for the land. They were asked for that --
18 used for that.

19 MR. GOLDMAN: Prior to your option on the
20 purchase of the 1410 property, had you at all
21 negotiated with anyone with respect to the possible
22 rental of that land or building constructed on
23 that land?

24 THE WITNESS: I don't follow you. Can you
25 repeat the question?

Ruffin 3/14/75

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2 MR. GOLDMAN: Prior to your entering into
3 the option to purchase the 1410 property, you
4 negotiated with anyone with respect to the leasing
5 of that property?

6 THE WITNESS: I've indicated that both
7 actions were going on simultaneously.

8 BY MR. DRUKER:

9 Q Just a couple of brief questions, Mr. Ruffin.
10 Number one, where and when were you born?

11 A I was born in Virginia, Prince George County,
12 Virginia, April 24, 1920.

13 Q Do you know your Social Security number?

14 A 059-12-7238.

15 Q Did you serve in the United States Army Forces
16 at all?

17 A Yes, I did.

18 Q When and which branch of the service?

19 A I served, initially, from June 30, 1943 to
20 January 6, 1946 -- served from October 1, 1950 until June,
21 I believe, of '52.

22 Q Which branch of the service?

23 A Then I also served once again in the postal strike.

24 Q Which branch of the service were you in?

25 A Army.

Ruffin 3/14/75

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Q Were you overseas?

A Yes.

Q With regard to the Child Development Agency for New York City, that I think you testified rents the 1410 property --

A Yes.

Q -- do you know if there is any Federal funding involved in that?

A I would prèsume that there is, but I'm not -- I don't know of any own knowledge, but I think there is Federal funding involved.

Q With regard to the 1402 renovation, how much money was expended totally in renovation on that building?

A I don't know, but --

Q Approximately?

A If you asked me to answer approximately, I don't know.

Q Was it in excess of \$50,000, do you know?

A I would say yes, it was in excess of \$50,000.

Q Did Young Mothers pay that money or did you?

A That was paid by YIA as far as I know.

Q To the Lima Corporation, was it?

A Well, he was the contractor -- Lima Construction.

Q Are they still in business, to your knowledge?

Ruffin 3/14/75

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2 A I'm not quite sure. I happened to run into
3 Lima about a week ago -- completely unrelated -- and I
4 was chatting with him and I feel he's still in business
5 in some --

6 Q What was his first name?

7 A Rafeal.

8 Q Do you know where his offices were located?

9 A They were located in Corona or Elmhurst. Some
10 place that I don't know.

11 Q That sixty-five thousand, was that financed by
12 the bank also or did you pay that?

13 A No, I paid that.

14 Q Was that out of the Rugore money?

15 A No.

16 Q Where did that money come from?

17 A Out of the second loan that they gave.

18 Q That who gave you?

19 A National Bank of North America.

20 Q That is what I was getting at, whether they came
21 out of the loans that you obtained --

22 A Yes, they came out of the loans.

23 Q -- or out of independent sources.

24 A Except for the sixty-five hundred which was a
25 down payment, that sixty-five hundred came out of the other

Ruffin 3/14/75

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Q Other than what we have testified about last week and today, do you have any other sources of income whatsoever?

A I'm in the Army Reserve. I get a check from them.

Q How much is that every month?

A It runs about \$3,000 a year.

Q Have you included that on your tax returns?

A Yes.

Q Do you delve in the stock market at all?

A No, delve in it -- I own some securities.

Q Do you buy stocks and you sell stocks?

A Well, that's not my bag. I don't do it that way.

Q Have you ever done it?

A I have bought some securities and I have sold some securities, but I'm not an in-and-out trader.

Q Who is your stockbroker at present?

A Merrill Lynch.

Q Which broker or which office?

A The account executive I use -- he's in Trenton, New Jersey. He's originally the man, but I never changed.

Q What is his name?

A At the moment his name escapes me. I just can't think of it.

Ruffin 3/14/75

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2 that you own is at present?

3 A Oh, maybe \$5,000.

4 Q Thank you for appearing.

5 MR. DRUKER: Mr. Foreman, that is all the
6 questions I have at this time.

7 THE FOREMAN: You are excused.

8 (Witness excused.)

9 (Time noted - 1:10 P.M.)
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EXHIBIT 16 - MEMORANDUM OF INTERVIEW ON NOVEMBER 3, 1975

E239

(pp. E239-E251)

MEMORANDUM OF INTERVIEW

In re : WILLIAM M. RUFFIN
11750215H
and
RUGORE ASSOCIATES, INC.
11750216G

Date : November 4, 1975

Time : 9:30 A.M. to 1:55 P.M.

Place : Internal Revenue Service
Intelligence Division
35 Tillary Street
Brooklyn, New York 11201

Participants: WILLIAM M. RUFFIN, Taxpayer
ANDREW ROSENBLATT, Revenue Agent
ARLINE BYRNE, Tax Fraud Investigative Aide
GEORGE TIERNEY, Special Agent
JEROME R. SIEGEL, Special Agent

At the inception of the interview, the taxpayer was shown the respective official credentials of the agents present. He was advised that one of the functions of a special agent is to investigate the possibility of criminal violations of the Internal Revenue laws. The taxpayer was then read his constitutional rights from NAR Publication Number 120 (11-70). He stated he understood his rights and would answer all questions without seeking the assistance of an attorney before responding. In response to questions asked, RUFFIN stated the following:

1. His full name is WILLIAM M. RUFFIN.
2. His social security number is 059-12-7238.
3. He uses no other names.
4. He has resided for the past three (3) or four (4) years at 100 Beekman Street, New York, New York. Prior to this period, he had lived at 71 First Avenue, New York, New York. However, for voting purposes he maintains a legal address at 21 Irving Place, Brooklyn, New York, the residence of his mother, ELENORA RUFFIN BROOKS.

5. He was born on April 24, 1920 in Prince George County, Virginia and is a citizen of the United States.
6. He was divorced from his wife sometime in 1960. Her maiden name is RUBY COOK and she currently resides in Corona, Queens, New York.
7. During the past five (5) years he has provided substantially all the support for his mother, Elnora R. Brooks, at 21 Irving Place, Brooklyn, New York. The only other monies his mother received during this period were monthly checks she received from the Social Security Administration. In addition, he also made support payments to his former wife which he stated were "difficult to figure out".
8. He has a son, WILLIAM KENT RUFFIN, born on March 20, 1949, and a daughter, MICHELLE ELISE RUFFIN, born on April 28, 1951.
9. He was graduated from CITY COLLEGE OF NEW YORK in 1943 with a B.S. degree in economics and statistics. RUFFIN also completed all necessary graduate courses for an M.B.A. degree in engineering and real estate. However, he never completed the necessary thesis for his degree.
10. During the years 1969 through September of 1974, RUFFIN stated he was employed by the New York State Department of Transportation as a "right of way agent". His responsibility would be to acquire real property for state projects. After obtaining a leave of absence from his New York State position in May 1974 he was employed by the U.S. Post Office, Real Estate Division, 90 Church Street, New York, New York, as a realty management specialist responsible for renting, leasing or buying property for the U.S. Postal Department. In addition, he was employed part-time by the New York Times during the years 1973 through the present date soliciting subscriptions of the New York Times through the telephone.
11. The taxpayer was shown the following original Federal income tax returns (Forms 1040) filed by him:

<u>Period</u>	<u>DLN</u>
1970	11221191008011
1971	13221162000532
1972	13221118098223
1973	13247173603644
1974	13247165621605

He examined each of the above described Federal income tax returns and stated that these tax returns were all filed by him; that he signed each of these tax returns; that he prepared each of these tax returns from records he maintained; and that all income and deductions and other information appearing on these tax returns is correct. RUFFIN further stated that he could not recall where he prepared or filed his 1970 Federal income tax return. However, he did recall preparing his 1971 through 1974 Federal income tax returns at 100 Beekman Street, New York, New York.

12. RUFFIN stated that the business, VANCE CONSULTANTS, appearing on his Schedule C on his 1970, 1971 and 1972 tax returns was started with an initial investment of \$2,000.00 of his money given to a JULANNE BRONSEAUX of 600A Jefferson Avenue, Brooklyn, New York for the operation of a picture frame business. He had no active role in the operation of this business which he stated was "from beginning to end a losing proposition". RUFFIN further stated that the business was terminated in 1972 when he "walked away" from business; that all books and records were maintained by BRONSEAUX; that she furnished all the figures appearing on his Schedule C of his (RUFFIN'S) tax returns for the years 1970 through 1972; that BRONSEAUX lives with her parents at 600A Jefferson Avenue in Brooklyn; and that she never repaid any of the \$2,000.00 he had given her.
13. RUFFIN stated that the bad debt deduction for \$10,000.00 appearing on his 1970 income tax return represents a loan to an auto dealership started in June 1969 known as FIESTA LINCOLN MERCURY. This dealership was located in Queens Village at 212th Street and Jerome Avenue and remained in business for approximately two (2) years. JAMES PRICE, who resides in Nassau County, and IRVING REEVES, who resides in Queens, New York, were operators of this car dealership. RUFFIN stated that he paid them the \$10,000.00 in cash and cashier's checks and was never repaid any of these monies. He met these individuals through mutual friends.
14. RUFFIN stated that RUGORE ASSOCIATES, INC. was incorporated in the state of New York in 1968 for real estate purposes; that he was always sole officer and stockholder of this corporation; and that this corporation remained dormant

until he purchased the 1402 Bedford Avenue property in Brooklyn sometime in 1969 from a NATHAN BAUM who previously rented this property to the BEDFORD CHEVROLET CORP. RUFFIN further stated BEDFORD STUYVESANT YOUTH IN ACTION had selected the 1402 Bedford Avenue location for a training center for young mothers; that they asked him (RUFFIN) to purchase the property at this location and convert it to a training center for young mothers; that he purchased this property with his own monies from BAUM because he was interested in its success and supported the program as a member of an informal group known as the COMMUNITY SPONSORS which supported the young mothers program. In addition, RUFFIN stated that BEDFORD STUYVESANT YOUTH IN ACTION was under-funded and was not allowed to purchase any real property; that after he purchased the 1402 Bedford Avenue property he (RUFFIN) leased this property to BEDFORD STUYVESANT YOUTH IN ACTION for \$30,000.00 a year; this lease agreement was initially between him (RUFFIN) and BEDFORD STUYVESANT YOUTH IN ACTION. All subsequent lease agreements were signed between RUGORE ASSOCIATES, INC. and BEDFORD STUYVESANT YOUTH IN ACTION for the lease of the 1402 Bedford Avenue property. However, RUFFIN stated that all checks that he received for the rental of this property from 1969 through 1974 were made payable to him personally and not RUGORE ASSOCIATES, INC.; that substantially all of the rental income checks were deposited to his personal checking account at the KINGS COUNTY LAFAYETTE TRUST CO. (now REPUBLIC NATIONAL BANK OF NEW YORK); and that some of these rental income checks were deposited to his (RUFFIN'S) personal savings account at the BROOKLYN SAVINGS BANK to earn interest.

The taxpayer further stated that any expenses that may have been incurred in connection with the operation of the 1402 Bedford Avenue property would have been paid by disbursements from his account at the BROOKLYN SAVINGS BANK in the form of bank checks or by personal checks issued from his checking account at the KINGS COUNTY LAFAYETTE TRUST CO. The only exception would possibly be for minor business expenses. RUFFIN also stated that all the rental income checks he received were always deposited to either his personal checking account at the KINGS COUNTY LAFAYETTE TRUST CO. or his savings account at the BROOKLYN SAVINGS BANK and never cashed.

15. RUFFIN was shown three (3) photographs of the building located at 1402 Bedford Avenue, Brooklyn, New York and identified these photographs as the building rented to BEDFORD STUYVESANT YOUTH IN ACTION as a young mothers training center. He signed and dated the reverse of each of these three (3) photographs for identification purposes.
16. The taxpayer further stated that prior to his purchase of the 1402 Bedford Avenue property, the YOUNG MOTHERS were located in an old Salvation Army building on Herkimer Street in Brooklyn which was substandard; that OLGA DeFREITAS, Director of the YOUNG MOTHERS, HERMAN FLOWERS, Director of BEDFORD STUYVESANT YOUTH IN ACTION, and another man approached several individuals in the community to purchase a building to be leased to the YOUNG MOTHERS as a training center. However, he (RUFFIN) agreed to purchase the 1402 Bedford Avenue property and lease it to BEDFORD STUYVESANT YOUTH IN ACTION for \$30,000.00 a year. RUFFIN was to pay one-half the cost of renovation and BEDFORD STUYVESANT YOUTH IN ACTION would pay the other one-half cost of renovation. Total renovation costs were not to exceed \$90,000.00.
17. RUFFIN stated that BEDFORD STUYVESANT YOUTH IN ACTION negotiated a renovation contract with LIMA CONSTRUCTION CORP.; that RAFAEL LIMA was the president of this corporation; that BEDFORD STUYVESANT YOUTH IN ACTION paid LIMA CONSTRUCTION CORP. approximately \$76,000.00 in 1969 or 1970 for renovation work such as partitions, flooring, lighting and other interior work; that he (RUFFIN) paid only \$7,500.00 to BEDFORD STUYVESANT YOUTH IN ACTION as his share of the renovation costs; that this was paid by one check issued from his account at the KINGS COUNTY LAFAYETTE TRUST CO. sometime in 1969 or 1970; and that subsequently LIMA CONSTRUCTION CORP. "walked off" the job in 1969 or 1970 because they claimed they had not received sufficient monies for the renovation work.
18. RUFFIN was shown the following U.S. Corporation income tax returns (Forms 1120) of RUGORE ASSOCIATES, INC.:

<u>Period</u>	<u>DLN</u>
1969	13314006067223
1970	11314001046123
1971	11314069002243

He examined each of the above described U.S. Corporation income tax returns and stated that these tax returns were all filed by him; that he signed each of these tax returns; that he prepared each of these tax returns from records he maintained; that the 1969 corporation income tax return was filed from the 71 First Avenue, New York, New York address; and that the 1970 and 1971 corporation income tax returns were filed from 21 Irving Place, Brooklyn, New York. RUFFIN was asked if the word "none" written in the gross receipts column on his filed 1969 U.S. Corporation income tax return (Form 1120) was correct. RUFFIN replied, "It may not be correct". RUFFIN stated that he did receive rental income during the years 1969 through 1974 of approximately \$30,000.00 a year which was not reported by him on either his filed personal income tax returns (Forms 1040) for those years or his filed corporation tax returns (Forms 1120) for the years 1969, 1970 or 1971. RUFFIN further stated that he did not file U.S. Corporation income tax returns (Forms 1120) for the years 1972, 1973 and 1974; and that he failed to report approximately \$30,000.00 a year in rental income on either his personal income tax returns (Forms 1040) or his corporation income tax returns (Forms 1120) for the years 1969 through 1974 because he "did not know what to do with the income" and "was spending money and didn't know exactly where". RUFFIN also stated that he did not report the \$30,000.00 a year rental income because he was "uncertain how to reflect this income". When asked why he failed to file U.S. Corporation income tax returns (Forms 1120) for RUGORE ASSOCIATES, INC. for the subsequent years 1972, 1973 and 1974, RUFFIN said, "I didn't know what to do with the money. I am in over my head". He said he never used the services of any accountant for RUGORE ASSOCIATES, INC.; that no attorney was hired by him when he (RUFFIN) incorporated RUGORE ASSOCIATES, INC.; that he didn't think it was necessary to keep any books and records reflecting the income and expenses of RUGORE ASSOCIATES, INC. since "they always paid"; and that the 1402 Bedford Avenue building was never occupied by anyone.

The taxpayer was further questioned as to why he was able to correctly reflect rental income on his personal income tax returns (Forms 1040) for property owned and rented by him. His reply was that it was easy to prepare his personal income tax returns, but that the U.S. Corporation income tax returns (Forms 1120) confused him. He

also stated that when he subsequently hired an accountant for the 1410 BEDFORD AVENUE CORP. he had discussions with this accountant regarding the non-filing of the RUGORE ASSOCIATES, INC. U.S. Corporation income tax returns; and that the accountant had advised him to file these tax returns. However, RUFFIN stated that he "just did not get around to it".

RUFFIN stated that all deductions appearing on his filed U.S. Corporation income tax returns (Forms 1120) for the years 1969, 1970 and 1971 are correct. However, he further stated that there may be additional deductions not reflected on these returns. When questioned about these possible other expenses, RUFFIN could not identify any other deductions and said, "I don't know and I am checking it out". He further stated that RUGORE ASSOCIATES, INC. was formed only for the property at 1402 Bedford Avenue, Brooklyn, New York; that there was never any corporate bank accounts for RUGORE ASSOCIATES, INC.; and that all expenses for RUGORE ASSOCIATES, INC. would be paid from his personal checking and savings accounts at the KINGS LAFAYETTE BANK (now REPUBLIC NATIONAL BANK OF NEW YORK) or the BROOKLYN SAVINGS BANK, respectively. RUFFIN further stated that RUGORE ASSOCIATES, INC. never incurred or paid any of the following business expenses:

- a) Compensation of Officers
- b) Salaries or Wages
- c) Bad Debts
- d) Rents
- e) Contributions

19. The taxpayer was questioned about the 1410 BEDFORD AVENUE CORP. which owns the day care center located at 1410 Bedford Avenue, Brooklyn, New York. RUFFIN stated that young mothers in the community needed a day care center for their children. He was informed that the property adjacent to 1402 Bedford Avenue was owned by a bank and was for sale; that the New York City Department of Social Services had funds available during the years 1969 and 1970 for construction of day care centers; that a member of the COMMUNITY SPONSORS identified as MR. LEONE, who was also an architect, designed the day care center for the 1410 Bedford Avenue property; that MR. LEONE also teaches

at PRATT INSTITUTE in Brooklyn; that he (RUFFIN) obtained an option from the NATIONAL BANK OF NORTH AMERICA for the purchase of this property; that the New York City Department of Real Estate approved the plans sometime in 1972 and signed a direct lease for \$165,000.00 a year, for twenty (20) years upon completion and acceptance of the day care center building; and that he (RUFFIN) subsequently acted on the binder and purchased the property from the NATIONAL BANK OF NORTH AMERICA for \$65,000.00. RUFFIN paid \$5,000.00 and gave the bank a personal note for the balance. This personal note was later incorporated into a construction mortgage given to RUFFIN by the NATIONAL BANK OF NORTH AMERICA. After completion of the day care center sometime in December 1974, New York City accepted the building for use as a day care center and the NATIONAL BANK OF NORTH AMERICA transferred the construction mortgage (which included the personal note of taxpayer for approximately \$60,000.00) to the NEW YORK LIFE INSURANCE COMPANY as a twenty (20) year self liquidating mortgage. The total mortgage was approximately \$1,100,000.00. RUFFIN stated that he received his first rental payment from the city sometime in December 1974; and that this payment was only a partial payment of rent.

20. RUFFIN stated that JAN-RO BEDFORD CPC of Great Neck, Long Island, New York, was the lowest of three (3) bidders for the contract to construct the day care center; that the bid was approximately \$947,500.00; that approximately \$925,000.00 was paid to JAN-RO BEDFORD CPC for construction of the day care center; and that he had no prior dealings with this corporation. The taxpayer stated that the principal officers of JAN-RO were MARTIN RODOW, SY SOSKEL, JAMES JANIFER and LEO BRANCA. RUFFIN further stated that the key officers of CPC were G.G. DePASQUALE and CARDOMONE. He also stated that this construction company was recommended by COOMBS, who owned GEICO CONTRACTING CO. located somewhere on Union Square in New York City (same building as VITO & ROBINSON, Architects); that during the early stages of construction of the day care center, all construction checks were issued by the 1410 BEDFORD AVENUE CORP. and made payable to JAN-RO BEDFORD CPC; that subsequently the 1410 BEDFORD AVENUE CORP. exercised its option to issue checks payable jointly to JAN-RO BEDFORD CPC and the sub-contractor because he (RUFFIN) was not sure the sub-contractors were getting paid; that MERRITT and HARRIS would inspect the completed construction work

as construction progressed and approve payment to JAN-RO BEDFORD CPC; and that JAN-RO BEDFORD CPC went "broke" sometime during the summer of 1974. However, LEO BRANCA and MARTIN RODOW remained at the construction site and continued to supervise the construction of the day care center. They were paid by checks of the 1410 BEDFORD AVENUE CORP. which were paid directly to them for services they rendered in this connection. However, RUFFIN stated that he had entered into an agreement whereby these payments to RODOW and BRANCA would be chargeable against amounts the 1410 BEDFORD AVENUE CORP. owed JAN-RO BEDFORD CPC. RUFFIN also employed a WILLIAM S. HOCHFELD as a consultant during the construction of the day care center. RUFFIN also stated that his accountant, JERRY KLADERMAN, became suspicious of a few of the endorsements on the backs of cancelled checks issued to JAN-RO BEDFORD CPC which he had examined. However, RUFFIN could not furnish any additional information about KLADERMAN'S suspicions. RUFFIN also stated that at the bank's insistence a new contractor (located at 1440 Broadway, New York City) was hired sometime in September 1974 to complete the construction work; that RODOW and BRANCA remained to supervise the construction; and that an additional \$335,000.00 was loaned by the NATIONAL BANK OF NORTH AMERICA to complete the construction.

21. RUFFIN stated that numerous elected political figures were present at the opening of the day care center in December 1974. He was asked if any elected officials had received any pay-offs in connection with the construction of the day care center. RUFFIN replied that it was "completely clean". However, he did state that numerous pay-offs were made to numerous building inspectors in varying amounts of from \$25.00 to \$50.00 during the construction of the day care center. He was shown a check stub number 623 from the check book of the 1410 BEDFORD AVENUE CORP. indicating that a check in the amount of \$2,500.00 was issued to MARTIN RODOW. Written across this check stub was the word grease in quotes. RUFFIN examined the check stub and said, "I am at a loss to explain". He identified all the handwriting on the stub as being JERRY KLADERMAN'S, his accountant, and then stated that he would contact him for a complete explanation.

22. The taxpayer further stated that monies of RUGORE ASSOCIATES, INC. were used for some expenses of the 1410 BEDFORD AVENUE CORP. However, RUFFIN could furnish no documentation or specifics regarding any of these alleged expenses.
23. The taxpayer was shown the original U.S. Corporation income tax return (Form 1120) of the 1410 BEDFORD AVENUE CORP. for the fiscal year ending on March 31, 1973 (DLN 1131300501015). He examined this tax return and stated that he and his accountant, JERRY KLADERMAN, signed the tax return; and that KLADERMAN prepared and filed this corporation tax return.
24. The taxpayer was shown three (3) photographs of the building located at 1410 Bedford Avenue, Brooklyn, New York and identified this building as the day care center building constructed at this location. He acknowledged this by signing the back of each photograph for identification purposes.
25. RUFFIN stated he purchased and sold a one family house located on Linden Boulevard near 176th Street in Queens, New York in 1974; and that he borrowed \$3,000.00 from a friend for the purchase of this house which he repaid when he sold the house. RUFFIN stated this purchase and sale is properly reflected on his 1974 income tax return.
26. The taxpayer stated that UNITY INVESTORS is a stock corporation of twelve (12) stockholders; that he was once (and still may be) an officer of this corporation; that its offices were located at 501 West 145th Street, New York, New York, c/o BELL & HUDGINS (Real Estate Company); that UNITY INVESTORS was started in 1963 or 1964 and is still in business; that this company invested in second mortgages; that his original investment was less than \$5,000.00 and was paid in 1963; and that he never received any personal income, any dividends or salary from this investment. He further stated that he collects the rent on behalf of UNITY INVESTORS for a building owned by them at 513 West 145th Street, New York, New York; that he opened a checking account in his name at the FIRST NATIONAL CITY BANK (account number 22550863) at Reed or Duane Street in New York City in which all rental income is deposited and all expenses are paid from; that this building is a

multi dwelling, eight (8) apartment, two (2) store, structure; that UNITY INVESTORS is in the process of liquidating; that the records reflecting rental income and expenses are turned over to GEORGE HUGHES, 238 Madison Street, Brooklyn, New York, who files corporate tax returns for UNITY INVESTORS; and that his original investment was never repaid.

27. RUFFIN stated that while employed by the New York State Department of Transportation he opened a joint savings account in November 1972 with another employee of this agency at the PRUDENTIAL SAVINGS BANK; that this employee was identified as ARNOLD SCHWARTZ, an assistant right-of-way agent in the Yonkers office; that the purpose of this joint venture was to purchase property at public auctions and sell the property within a short period of time for a quick profit; that he (RUFFIN) borrowed \$5,000.00 to open this joint account, which represented two thirds of the total investment; that his (RUFFIN'S) total investment over a period of three (3) years was \$10,000.00 to \$15,000.00; that this joint venture only purchased two (2) one family homes located somewhere in Queens; that the cost of each of these two (2) homes was approximately \$15,000.00; and that both properties are in the name of ARNOLD SCHWARTZ. The taxpayer further stated that one property was purchased sometime in 1973 and is located on 200th Street in Queens (near Murdock Avenue and 115th Street); that a tenant identified only as MRS. MAY lived in this house and paid a total rent of \$750.00 while she was a tenant; that MRS. MAY was formally evicted from this building; and that his son, WILLIAM KENT RUFFIN, now lives rent free as a caretaker of the building after the eviction of MRS. MAY. The taxpayer further stated that the second property is located on 170th Street in Queens and is also a one family house; that the tenant at this location has only paid three (3) months rent; and that all rental income is reported by SCHWARTZ on his personal income tax returns. The taxpayer further stated that the attorney who was hired to represent him and SCHWARTZ for the purchase of these properties was a MR. SHAPIRO of the law firm KRAMER & SHAPIRO, located on Queens Boulevard, Queens, New York, near the courthouse. RUFFIN also stated that the monies he deposited into this joint savings account at the PRUDENTIAL SAVINGS BANK was

obtained from cashing United States Series E Government Bonds, loans and withdrawals from personal savings accounts; that withdrawals from this joint account were only related to the purchase of realty; that monies on deposit were never used for personal purposes; that either he or SCHWARTZ would withdraw funds from this joint savings account in the form of a bank cashier check to attend auctions for the sale of foreclosed property; and that the bank cashier's check would be re-deposited if no property was purchased at the auction. He further stated that he and SCHWARTZ were members of a syndicate of individuals who would make one (1) bid on behalf of the syndicate for the purchase of the foreclosed property being auctioned. If the syndicate purchased the property, the individual members of the syndicate would then bid against each other for the purchase of the property. The highest bidder would then pay the syndicate an amount higher than the original purchase price. This difference would then be divided among the remaining members of the syndicate. RUFFIN also stated that the interest income on this joint savings account would be reported by whoever received the Form 1099 from the PRUDENTIAL SAVINGS BANK reflecting the annual interest income. He also stated that SCHWARTZ has all the closing statements and pays all the real estate taxes.

28. RUFFIN was shown a photocopy of his deposit slip dated January 22, 1970 from the BROOKLYN SAVINGS BANK showing a cash deposit of \$290.00 and a check deposit of \$1,000.00. He was also shown a photocopy of the actual check for \$1,000.00 which he (RUFFIN) deposited. He examined the photocopies of the deposit ticket and the check which was an official check of the BREVOORT SAVINGS BANK (number 119956). He was informed that this check was obtained by a CLARENCE RUFFIN, 199 Hancock Street, Brooklyn, New York. RUFFIN stated that he had no relatives by the name of CLARENCE RUFFIN and the name is unfamiliar to him. In addition, he could not recall the purpose of the \$1,000.00 payment to him.
29. RUFFIN stated that he has been a Chief Warrant Officer in the Army Reserve assigned to the 449th MAINTENANCE CO. since 1969.
30. The taxpayer stated that he has never had any inheritances or cash gifts; that the largest insurance award he ever

received was \$1,000.00 in 1974; that the largest amount of cash he ever had "on hand" was \$1,000.00; and that he may have as much as \$1,000.00 cash in his safe deposit box.

Andrew Rosenblatt

ANDREW ROSENBLATT
Revenue Agent

Arline Byrne

ARLINE BYRNE
Tax Fraud Investigative Aide

George Tierney

GEORGE TIERNEY
Special Agent

Jerome R. Siegel

JEROME R. SIEGEL
Special Agent

Exhibit 18-A

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

WCHNTPFA

TRANSCRIPT TYPE

COMPLETE

SORT DLN

15999-321-00148-5

RUGONE ASSOCIATES INC
4 MILLIKEN STREET
21 IRVING PL
BROOKLYN NY 11234

EIN-SSN 11-2285986
PERIOD ENDING
TYPE OF TAX 84F
FORM FILED
NAME CONTROL 0030
EMPLOYMENT CODE

FILING REQ 010000000
SPOUSE-RRB NO
FISCAL MONTH 12
FREEZE-STATUS CODE Z
ESTAB DATE 7301
PRIOR NAME CONTROL

CONTROL DLN

LOCATION CODES

CURRENT

TDA (IF DIFFERENT)

19-11-01

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
EST ENTRY-000	01-29-73			7307	11904-006-01060-3		
CRS 407-004	03-07-73			7323	11904-069-00304-3		
CRS 407-006	03-07-73			7324	11963-104-21361-3		CR REF 11-2286308
CRS 407-005	03-07-73			7325	13904-001-01186-3		
CRS 407-004	03-07-73			7326	13963-083-20587-3		CR REF 13-2731069
INTELL ACT-918	10-16-75			7544	11977-689-30000-5		

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all assessments, credits and refunds relating thereto as discussed by the records of this office as of the date of the certificate are shown herein. It also contains a statement of all unidentified or advance payments, if any, made by the above taxpayer for the period(s) stated."

Supervisor *[Signature]*
Certification Group



EXHIBIT 18A - TRANSCRIPT OF TAX ACCOUNT OF RUGONE ASSOCIATES INC
(pp. E252-E258)

E252

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE COMPLETE
SORT DLN 19999-321-00146-5

RUGOFF ASSOCIATES INC
4 WILLIAM N BUFFIN
21 IRVING PL
BROOKLYN NY 11235

EIN-SSN 11-2285966
PERIOD ENDING 70-12
TYPE OF TAX INC-CORP
FORM FILED 1120
NAME CONTROL RUGO

FILING REQ WCEHTPRFA
SPOUSE-RRB NO 010000000
FISCAL MONTH 12
FREEZE-STATUS CODE Z
ESTAB DATE 7301
PRIOR NAME CONTROL

CONTROL DLN 11314-001-04612-3
LOCATION CODES
CURRENT 19-11-01
TDA (IF DIFFERENT)

EMPLOYMENT CODE

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FILED-150	11-30-72	02-26-73	.00	7307	11314-001-04612-3	X 1	
PI ST EVRY-10	02-26-73						
MODIFY BAL			.00				
ACORD INT	12-08-75		.00				
ACORD PEN	12-08-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all assessments, credits and refunds relating thereto as disclosed by the records of this office as of the date of the certificate are shown therein. It also contains a statement of all unidentifiable or advance payments, if any, made by the above taxpayer for the period(s) stated."

Supervisor
Certification Group

TRANSCRIPT OF ACCOUNT

DATE 12-06-75

RUGONE ASSOCIATES INC
2 WILLIAM ST
21 INVERG RD
BROOKLYN NY 11230

EIN-SSN 11-2285966
PERIOD ENDING 71-12
TYPE OF TAX INC-CORP
FORM FILED 1120
NAME CONTROL KUGO
EMPLOYMENT CODE

FILING REQ 0100000000
SPOUSE-RRB NO
FISCAL MONTH 12
FREEZE-STATUS CODE Z
ESTAB DATE 7301
PRIOR NAME CONTROL

TRANSCRIPT TYPE COMPLETE
SORT DLN 19999-321-00148-5
CONTROL DLN 11314-069-00224-3
LOCATION CODES
CURRENT 19-11-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
REF FILING-150	11-30-72	01-30-73	.00	7316	11314-069-00224-3	X 1	
RT AT FIVE-10	01-30-73						
ADJULG BAL			.00				
ACORD INT	12-06-75		.00				
ACORD PEN	12-06-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the year specified, is a true and complete transcript for the period stated, and all adjustments credits and refunds are shown as disclosed by the records of this Bureau as of the date of the certificate are shown herein. It also contains a statement of all unidentified or advance payments, if any, made by the above taxpayer for the period(s) stated."

L. Payne

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

WCERTPRFA

TRANSCRIPT TYPE
SORT DLN

COMPLETE
19999-321-00148-5

ROBERT ASSOCIATES INC
4 WILLIAM H. HOFFER
21 INVING PL
BROOKLYN NY 11238

EIN-SSN 11-2285986
PERIOD ENDING 72-12
TYPE OF TAX INC-CORP
FORM FILED NONE
NAME CONTROL RUGO

FILING REQ 010000000
SPOUSE-RRB NO
FISCAL MONTH 12
FREEZE-STATUS CODE
ESTAB DATE 7301
PRIOR NAME CONTROL

CONTROL DLN 19977-013-43003-3
LOCATION CODES
CURRENT
TDA (IF DIFFERENT) 19-11-01

EMPLOYMENT CODE

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FIDEL-594	01-16-73		.00	7318	19977-013-43003-3		
RE TRIS FID-90	10-12-73		.00	7343	19949-285-61921-3		
NO DCL RET-04	06-11-73						
MODULE BAL			.00				
ACCRD INT	12-08-75		.00				
ACCRD PEN	12-08-75		.00				
"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the period specified is a true and complete transcript for the period stated and that the records of the taxpayer named above are in accordance with the records of the IRS. It also contains a statement of all unpaid tax or advance payments, if any, made by the above taxpayer for the period(s) stated." Supervisor <i>M. R. R.</i> Certification Group							

E255

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

УСЕНТР

TRANSCRIPT TYPE

COMPLETE

SORT DLN

19999-321-00140-5

RUGOFF ASSOCIATES INC
3 WILLIAM ST SUITE 1100
21 IRVING PL
BROOKLYN NY 11201

EIN-SSN 11-2285986

PERIOD ENDING 73-12

TYPE OF TAX INC-CORP

FORM FILED

NAME CONTROL MU30

EMPLOYMENT CODE

FILING REQ 0100000

SPOUSE-RRB NO

FISCAL MONTH 12

FREEZE-STATUS CODE

ESTAB DATE 7301

PRIOR NAME CONTROL

CONTROL DLN

NONE

LOCATION CODES

CURRENT

19-11-01

TDA (IF DIFFERENT)

ADJ CONTROL NO.

[illegible]

Supervisor *[Signature]*
Certification Group

FD-256

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE
SORT DLN

COMPLETE
19999-321-00148-5

RUGONE ASSOCIATES INC
4 WILLIAM M RUFFIN
21 IRVING PL
BROOKLYN NY 11235

EIN-SSN 11-2285986
PERIOD ENDING 74-12
TYPE OF TAX INC-CORP
FORM FILED
NAME CONTROL RUGO
EMPLOYMENT CODE

FILING REQ 010000000
SPOUSE-RRB NO
FISCAL MONTH 12
FREEZE-STATUS CODE 2
ESTAB DATE 7301
PRIOR NAME CONTROL

CONTROL DLN
LOCATION CODES
CURRENT
TDA (IF DIFFERENT)

NONE
19-11-01

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
DEL STATUS-02	05-26-75						
DEL STATUS-02	06-23-75						
MODIFY BAL			.00				
ACCRD INT	12-04-75		.00				
ACCRD PEN	12-08-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all additions, credits and refunds relating thereto as discussed by the records of this office as of the date of the certificate are shown thereon. It also contains a statement of all unidentified or advance payments, if any, made by the above taxpayer for the period(s) stated."

[Signature]

TRANSCRIPT OF ACCOUNT

DATE 12-06-75

TRANSCRIPT TYPE COMPLETE
SORT DLN 19999-321-0015125

EIN-SSN 13-2731069

SPOUSE-RRB NO

CONTROL DLN NONE

PERIOD ENDING

FREEZE-STATUS CODE

LOCATION CODES

TYPE OF TAX

CURRENT

FORM FILED

TDA (IF DIFFERENT)

NAME CONTROL

PRIOR NAME CONTROL

EMPLOYMENT CODE

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
			NO ENTITY				
					"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the tax specified, is a true and complete transcript for the period stated, and that the results and related findings therein as disclosed by the records of the office as of the date of the certificate are true and correct. It also contains a statement of all penalties or advance payments, if any, made by the above taxpayer for the period(s) stated."		
					Supervisor <i>[Signature]</i> Certification Group		

E258

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE COMPLETE
SORT DLN 19299-321-00651-5

WILLIAM M RUFFIN
100 BEEKMAN ST
NEW YORK NY 10038

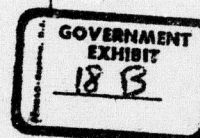
EIN-SSN 059-12-7238
PERIOD ENDING
TYPE OF TAX
FORM FILED
NAME CONTROL RUFF

SPOUSE-RRB NO
FREEZE-STATUS CODE -2
PRIOR NAME CONTROL

CONTROL DLN
LOCATION CODES
CURRENT 19-13-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
WILLIAM M RUFFIN		1966					
WILLIAM M RUFFIN		1968					
ZNT BY 150-150				6721	11213-134-00839-7		
UPD BY 150-152				6916	13211-096-19794-9		
UPD BY 150-152				7031	11221-199-00107-0		
UPD BY 150-152				7130	11221-191-00801-1		
UPD BY 150-152				7225	13221-162-00053-2		
UPD BY 150-152				7321	13221-118-09622-3		
UPD BY 150-152				7418	13211-104-21358-4		
UPD BY 150-152				7521	13211-123-08571-5		
INTELL ACT-914				7529	11277-589-30011-5		
REOPEN ACC-012				7534	22263-611-00089-5		
NAME CHNGE-013				7541	22263-659-00201-5		



I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all payments, credits and refunds relating thereto as determined by the records of this office as of the date of the certificate are shown therein. It also contains a statement of all unidentified or advance payments if any, made by the above taxpayer for the period(s) stated.

Supervisor
Certification Group

EXHIBIT 18B - TRANSCRIPT OF TAX ACCOUNT OF WILLIAM M. RUFFIN (pp. E259-E265)

E259

12-08-75

SPOUSE-RRB NO

FREEZE-STATUS CODE: 00 -2

PRIOR NAME CONTROL

MANUSCRIPT TYPE
FBI DEN

COMPLETE

19299-321-00651-S

CONTROL DLN

11252-233-20034-5

LOCATION CODES

CURRENT

19-13-01

10A (IF DIFFERENT)

ADJ CONTROL NO.

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all assessments, credits and refunds relating thereto as disclosed by the records of this office as of the date of the certificate are shown therein. It also contains a statement of all unidentified or advance payment(s), if any, made by the above taxpayer for the period(s) stated."

Supervisor *[Signature]*
 Certified *[Signature]*

E260

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE

COMPLETE

SORT DLN

19299-321-00651-5

CONTROL DLN

11252-233-20100-5

LOCATION CODES

CURRENT

19-13-01

TDA (IF DIFFERENT)

ADJ CONTROL NO.

WILLIAM M RUFFIN
100 BECKMAN ST
NEW YORK NY 10036

EIN-SSN 059-12-7238
PERIOD ENDING 70-12
TYPE OF TAX INCOME
FORM FILED 1040
NAME CONTROL RUFF

SPOUSE-RRB NO

FREEZE-STATUS CODE 00 -Z

PRIOR NAME CONTROL

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FILED-150	08-06-71	08-06-71	2,590.70	7401	11252-233-20100-5		
ACCT TO MF-370	08-12-75		.00	7401	11252-233-20100-5		
CR WIFICA-806	06-28-71		3,723.59-	7401	11252-233-20100-5		
RFND & INT-846	08-06-71		1,132.89	7401	11252-233-20100-5		
1ST NOTICE-21	08-06-71						
R GP OP PL-12	09-29-75						
MODULE BAL			.00				
ACCRD INT	12-08-75		.00				
ACCRD PEN	12-08-75		.00				

I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all adjustments, credits and refunds relating thereto as disclosed by the records of this office as of the date of this certificate are shown therein. It also contains a statement of all unidentified or advance payments of tax made by the above taxpayer for the period stated.

Supervisor
Certification Group

1361

Form 3303 (1 Part) (Rev. 8-69) Department of the Treasury - Internal Revenue Service

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE
SORT DLN

COMPLETE
19299-321-00621-5

WILLIAM M RUFFIN
100 BEEKMAN ST
NEW YORK NY 10036

EIN-SSN 059-12-7236
PERIOD ENDING 71-12
TYPE OF TAX INCOME
FORM FILED 1040
NAME CONTROL RUFF

SPOUSE-RRB NO

FREEZE STATUS CODE OG -2

PRIOR NAME CONTROL

CONTROL DLN 11252-233-20035-5
LOCATION CODES
CURRENT 19-13-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATION NUMBER	COND. CODE	REMARKS
RET FILED-150	07-03-72	07-03-72	2,477.89	7501	11252-233-20035-5		
ACCT TO MF-370	06-12-75		.00	7501	11252-233-20035-5		
CR WITHFICA-806	06-07-72		3,753.15-	7501	11252-233-20035-5		
REFND & INT-646	07-03-72		1,275.26	7501	11252-233-20035-5		
1ST NOTICE-21	07-03-72						
P OP OR PD-12	09-29-75						
MODULE BAL			.00				
ACCRD INT	12-08-75		.00				
ACCRD PEN	12-08-75		.00				
					"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all assessments, credits and refunds relating thereto as disclosed by the records of this office as of the date of the certificate are shown therein. It also contains a statement of all unidentified or advance payments, if any, made by the above taxpayer for the period(s) stated." Supervisor <i>[Signature]</i> Certification Group		

E262

U.S. DEPARTMENT OF THE TREASURY - Internal Revenue Service

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE
SORT DLN

COMPLETE
19299-321-00651-5

WILLIAM M RUFFIN
100 BECKMAN ST
NEW YORK NY 10038

EIN-SSN 059-12-7238
PERIOD ENDING 72-12
TYPE OF TAX INCOME
FORM FILED 1040
NAME CONTROL RUFF

SPOUSE RRB NC

FREEZ STATUS CODE -Z

PRIO NAME CONTROL

CONTROL DLN 13221-116-09822-3
LOCATION CODES
CURRENT 19-13-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FILED-150	04-15-73	06-04-73	2,764.85	7321	13221-116-09822-3		
CR WT&FICA-806			4,593.37-				
RYND & INT-846	06-04-73		1,828.52	7321	13221-116-09822-3		
R OP OR PD-12	06-04-73						
MODULE BAL			.00				
ACCRD INT	12-08-75		.00				
ACCRD PEN	12-08-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated and all credits, charges and refunds relating thereto as reflected by the records of this office as of the date of the certificate are shown therein. It also contains a statement of all amounts paid or advance payments if any made by the above taxpayer for the period stated."

Supervisor *[Signature]*
Certification Group

E263

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

WILLIAM M. RUFFIN
100 BEAKMAN ST
NEW YORK NY 10038

EIN-SSN 059-12-7238
PERIOD ENDING 73-12
TYPE OF TAX INCOME
FORM FILED 1040
NAME CONTROL RUFF

SPOUSE-RRB NO

FREEZE-STATUS CODE -Z

PRIOR NAME CONTROL

TRANSCRIPT TYPE COMPLETE
SORT DLN 19299-321-00651-5

CONTROL DLN 13247-173-60364-4
LOCATION CODES
CURRENT 19-13-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FILED-150	04-15-74	05-13-74	3,960.03	7418	13211-104-21358-4	D	
CR WT&FICA-806			5,382.73-				
RFND & INT-044	05-13-74		1,422.70	7418	13211-104-21358-4		
AUDIT IND-420	05-03-74		.00	7420	13277-123-00000-4		
RV AUDIT I-421	07-12-74		.00	7430	13247-173-60364-4	X	CNTL NO 74123-10213
P OP OF PL-12	05-13-74						
MODULE BAL			.00				
ACCRD INT	12-06-75		.00				
ACCRD PEN	12-06-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above in respect to the taxes specified, is a true and complete transcript for the period stated, and all assessments, credits and refunds relating therein as indicated by the records of this office as of the date of transcription are shown therein. It also contains a list of all uncollected or advance payments, if any, of the above taxpayer for the period stated."

Supervisor *[Signature]*
Certification *[Signature]*

E264

TRANSCRIPT OF ACCOUNT

DATE 12-08-75

TRANSCRIPT TYPE
SORT DLN

COMPLETE
19299-321-00651-5

WILLIAM M RUFFIN
100 BELKMAN ST
NEW YORK NY 10038

EIN-SSN 059-12-7238
PERIOD ENDING 74-12
TYPE OF TAX INCOME
FORM FILED 1040
NAME CONTROL RUFF

SPOUSE-RRB NO
FREEZE-STATUS CODE -Z
PRIOR NAME CONTROL

CONTROL DLN 13247-165-62160-5
LOCATION CODES
CURRENT 19-13-01
TDA (IF DIFFERENT)

ADJ CONTROL NO.

EXPLANATION	TRANSACTION DATE	23C DATE OR MEMO ENTRIES	AMOUNT	CYCLE	TRANSACTION DOCUMENT LOCATOR NUMBER	COND. CODE	REMARKS
RET FILED-150	04-30-75	06-02-75	5,136.99	7521	13211-123-08571-5	D	
CR WT&FICA-806			6,427.97-				
TAX REBATE-766	04-30-75		100.00-	7521	13208-123-08571-5		
REFND & INT-846	06-02-75		1,390.98	7521	13211-123-08571-5		
AUDIT IND-420	05-27-75		.00	7523	13277-147-00000-5		
PV AULIT I-421	07-11-75		.00	7534	13247-165-62160-5	X	
R OP OR PD-12	06-02-75						
MODULE HAL			.00				
ACCRD INT	12-08-75		.00				
ACCRD PEN	12-08-75		.00				

"I certify that the foregoing transcript of the account of the taxpayer named above is correct to the best of my knowledge and belief, and that the same is a true and correct transcript of the account as it appears in the records of the Department of the Treasury, Internal Revenue Service, for the period stated, and that the same is a true and correct transcript of the account as it appears in the records of the Department of the Treasury, Internal Revenue Service, for the period stated, and that the same is a true and correct transcript of the account as it appears in the records of the Department of the Treasury, Internal Revenue Service, for the period stated."

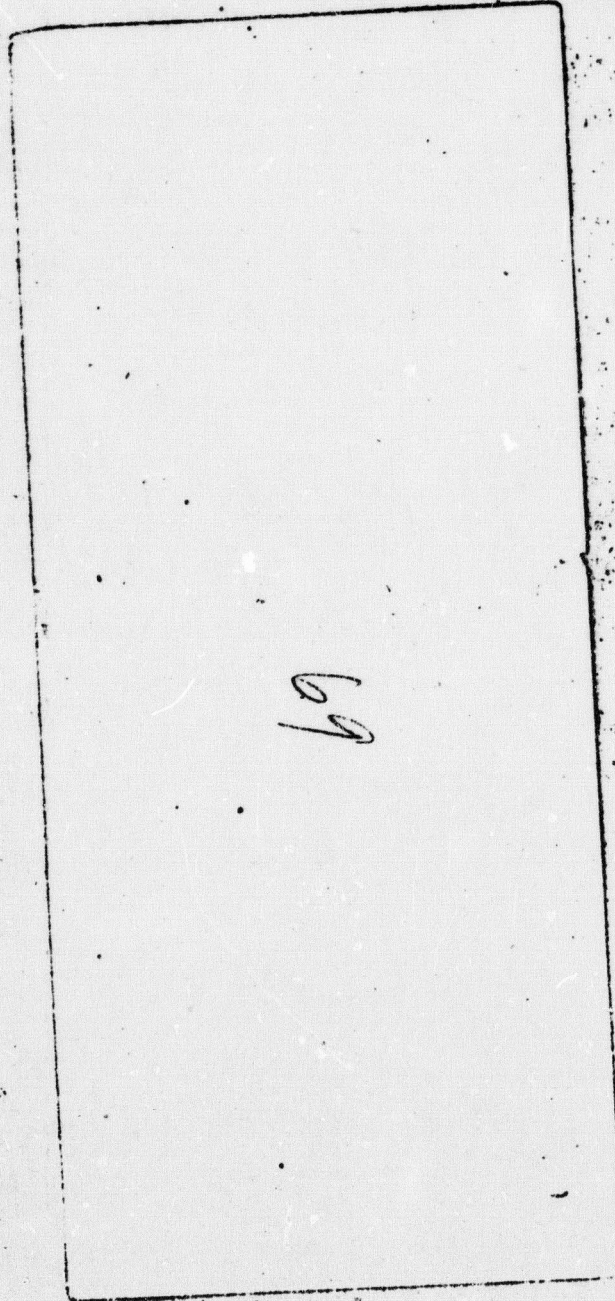
Supervisor *[Signature]*
Certification

E265

Form 4303 (1 Part) (Rev. 8-69) Department of the Treasury - Internal Revenue Service

E266

EXHIBIT 21 - 252 CHECKS
(pp. E266-E461)



E267

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT 11 28	NUMBER OF DEPOSITS CREDITS 1	DEPOSIT TYPE 1	NUMBER OF CHECKS DEBITS 5	DATE OF THIS STATEMENT 12 31 69
YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT 2,110.48	TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS .00		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS 1,934.37	BALANCE AS OF THIS STATEMENT DATE 176.11

CODES
 CM - CREDIT MEMO
 DM - DEBIT MEMO
 LS - LIST OF CHECKS
 RT - RETURN ITEM
 SC - SERVICE CHARGE
 CC - CERTIFIED CHECK

WILLIAM M RUFFIN
 21 IRVING PL
 BKLYN N Y 11238

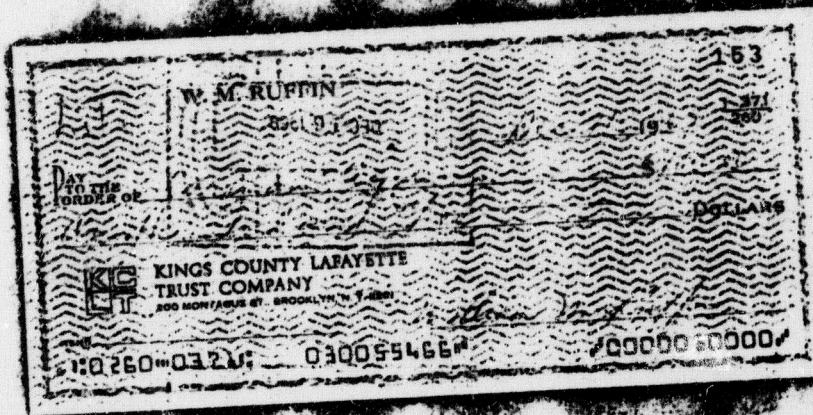
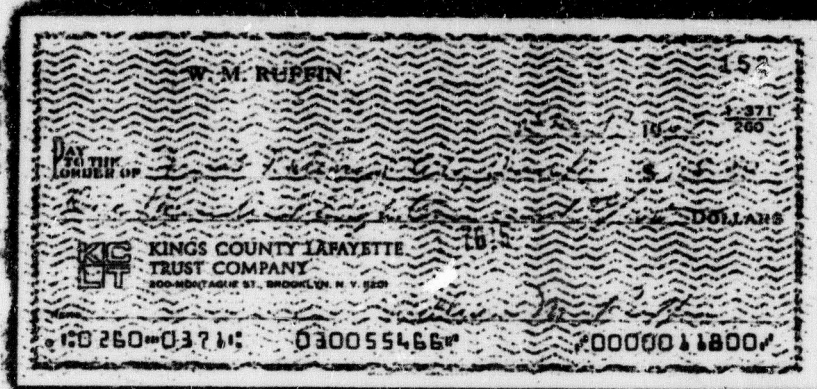
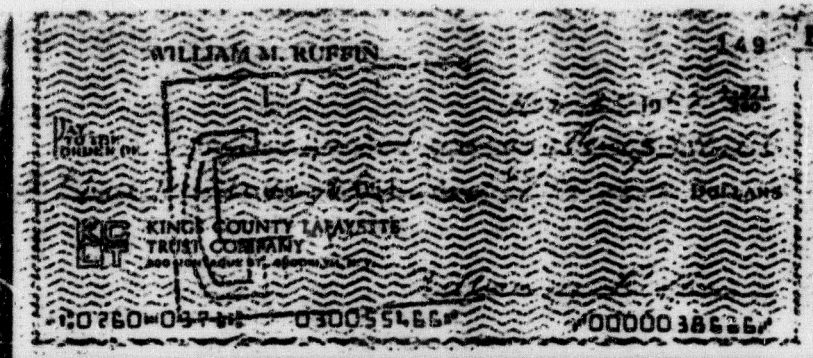
PAGE 201

ACCOUNT NUMBER
 030055466

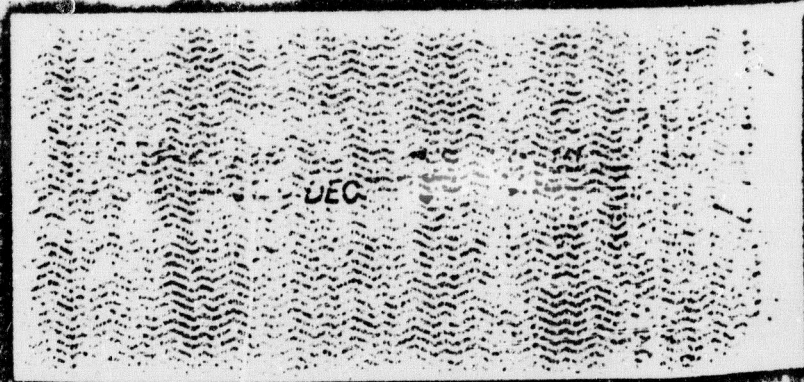
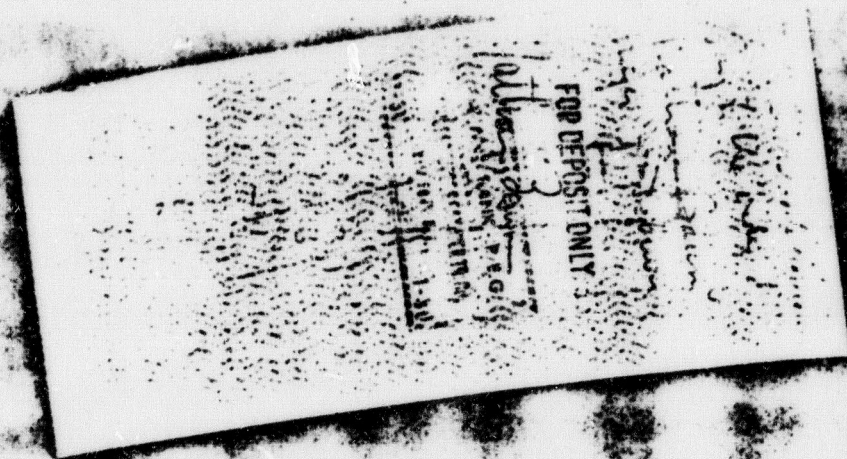
NOTIFY US OF ANY
 CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
386.66 ✓		12 02	1,723.82
1,000.00 ✓		12 05	723.82
329.71 ✓		12 12	394.11
100.00 ✓		12 15	294.11
118.00 ✓		12 18	176.11
		1	

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
 THE MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY
 FOR ANY CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN FOURTEEN DAYS OF THE DELIVERY. MAILING
 OF THIS STATEMENT AND CANCELLED VOUCHERS. FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE



B269



Missing Months

JAN
MAR
APRIL
MAY
JUNE
DEC

4000 Bldg, San Ph

70

E270

E271

KINGS COUNTY LAFAYETTE TRUST COMPANY

DATE OF LAST STATEMENT 01 30	NUMBER OF DEPOSITS CREDITS 4	NUMBER OF C. TOLLS IN 4	DATE OF THIS STATEMENT 02 27 70
YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT 3,122.57	TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS .00	TOTAL AMOUNT OF CHECKS AND OTHER DEBITS 761.37	BALANCE AS OF THIS STATEMENT DATE 2,361.20

CODES

CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 101

ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS AND OTHER CREDITS	DATE	BALANCE
✓ 25.00		02 11	3,097.57
✓ 20.00		02 17	3,077.57
✓ 329.71		02 25	2,747.86
✓ 386.66		02 27	2,361.20

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
MAINTENANCE OF THIS ACCOUNT IS SUBJECT TO THE PROVISIONS OF THE N.Y. UNIFORM COMMERCIAL CODE. THE TRUST COMPANY DISCLAIMS RESPONSIBILITY
FOR ANY ERROR PRIOR OR PROPER CHARGE TO THE ACCOUNT AS RENDERED UNLESS INFORMED IN WRITING OF IT WITHIN FOURTEEN DAYS OF THE DELIVERY. MAILING
AVAILABILITY OF ANY STATEMENT AND CANCELLED VOUCHERS
FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

W. M. RUFFIN 188

Pay to the order of *Richard K. [unclear]* *July 28, 1970* *1970*

Two Hundred and [unclear] *0001* *TH* *000000200000*

Partial payment of [unclear] *William M. Ruffin*

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

⑆0260⑆0371⑆ 030055166⑆

W. M. RUFFIN 189

Pay to the order of *First National City Bank* *July 8, 1970* *1970*

One Hundred and [unclear] *5169.37* *0000016937⑆*

William M. Ruffin

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

⑆0260⑆0371⑆ 030055166⑆

W. M. RUFFIN 191

Pay to the order of *First National City Bank* *July 8, 1970* *1970*

Three Hundred Eighty and [unclear] *0388.66* *0000038866⑆*

William M. Ruffin

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

⑆0260⑆0371⑆ 030055166⑆

W. M. RUFFIN 193

Pay to the order of *First National City Bank* *July 28, 1970* *1970*

One Hundred and [unclear] *0000400000⑆*

William M. Ruffin

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

⑆0260⑆0371⑆ 030055166⑆

W. M. RUFFIN 196

Pay to the order of *First National City Bank* *July 28, 1970* *1970*

One Hundred Sixty Nine and [unclear] *0000016937⑆*

William M. Ruffin

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

⑆0260⑆0371⑆ 030055166⑆

PAY TO THE ORDER OF
FREEDOM NATIONAL BANK
201-0704

201-0704

712 C1

75-2006-78

JUL 1 1966

[illegible]

326178

三

E274

Kings Lafayette Bank

DATE OF LAST STATEMENT
06 30

NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS-DEBITS
1	1	7

DATE OF THIS STATEMENT
07 31 70

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT
432.71

TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS
7,500.00

TOTAL AMOUNT OF CHECKS AND OTHER DEBITS
5,584.82

BALANCE AS OF THIS STATEMENT DATE
2,747.89

- CODES
- 1M CREDIT MEMO
 - 2M DEBIT MEMO
 - 3M LIST OF CHECKS
 - 4M RETURN ITEM
 - 5M SERVICE CHARGE
 - 6M CANCELED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 101
ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
200.00 ✓			07 07	632.71
320.71 ✓		7,500.00	07 08	8,132.71
140.37 ✓			07 10	7,803.00
386.66 ✓			07 13	7,433.63
4,000.00 ✓			07 16	7,246.97
140.37 ✓			07 17	3,246.97
	329.71 ✓		07 30	2,747.89

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or
omission from, the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and
corrected statement.
FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E275

TO RECONCILE YOUR STATEMENT

1. SORT CHECKS IN NUMERICAL ORDER OR BY DATE IF THE CHECKS ARE NOT NUMBERED.
2. MARK EACH STUB IN YOUR CHECKBOOK FOR WHICH A PAID CHECK WAS RETURNED.

ENTER THE LAST BALANCE SHOWN ON YOUR STATEMENT.

ADD DEPOSITS NOT SHOWN ON YOUR STATEMENT.

3. ADD THE AMOUNTS ON ALL THE STUBS IN YOUR CHECKBOOK FOR WHICH A CHECK WAS NOT RETURNED. THESE ARE YOUR OUTSTANDING CHECKS:

(On a Special Checking Account, be sure you have included the 10¢ fee for each outstanding check.)

		2747	89
386	66		
420			
806	66		
		806	66
		1941	23

4. SUBTRACT YOUR OUTSTANDING CHECKS.

5. IN YOUR CHECKBOOK, SUBTRACT ANY CHARGES SHOWN ON YOUR STATEMENT THAT YOU DO NOT ALREADY HAVE IN YOUR CHECKBOOK, E.G., A MONTHLY SERVICE CHARGE OR A DEBIT MEMO.

6. YOUR STATEMENT AND CHECKBOOK SHOULD NOW AGREE. IF THEY DO NOT:

- a. Be sure that all computations above and in your checkbook are correct.
- b. Compare the amount of each check and deposit in your checkbook and be sure that it agrees with the items on your statement.

W. M. RUFFIN 197

PAY TO THE ORDER OF *Three Hundred Eighty Six and 00/100* *July 28, 1976* \$386.00

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N.Y. 11201

00260037 030055466 0000038666

W. M. RUFFIN 194

PAY TO THE ORDER OF *N.Y.C. Dept. of Buildings* *July 28, 1976* \$240.00

Two Hundred Forty and 00/100 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N.Y. 11201

00260037 030055466 0000024000

W. M. RUFFIN 195

PAY TO THE ORDER OF *J.L.E. Court* *July 28, 1976* \$180.00

One Hundred Eighty and 00/100 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N.Y. 11201

00260037 030055466 0000018000

1224-72 W. M. RUFFIN 199

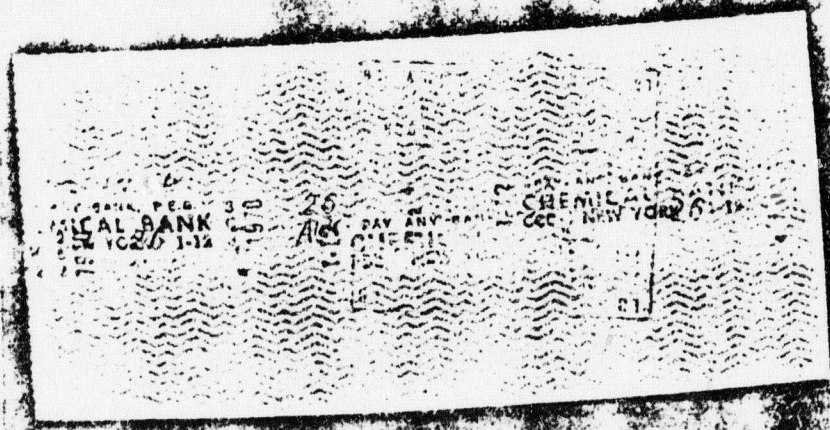
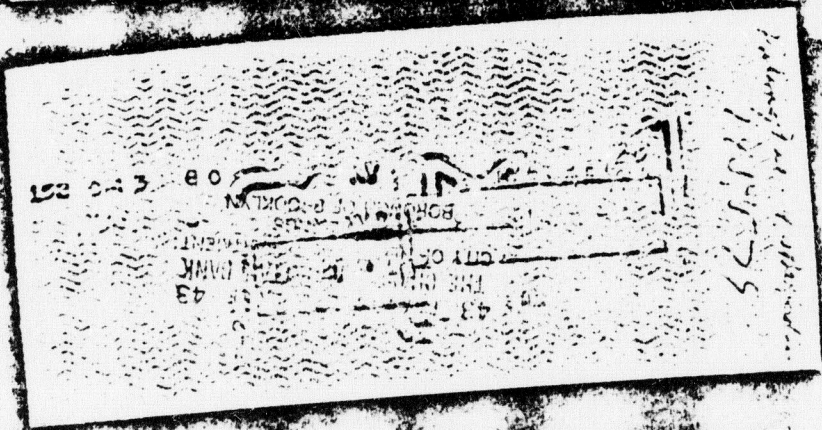
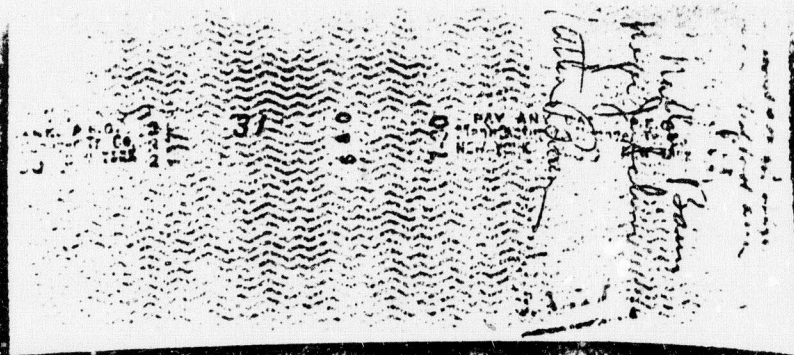
PAY TO THE ORDER OF *City of New York* *Aug 12, 1976* \$61.23

Sixty One and 23/100 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N.Y. 11201

00260037 030055466 0000036893

E277



E278

Kings Lafayette Bank

DATE OF LAST
STATEMENT
10 30

NUMBER OF DEPOSITS CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS DEBITS
1	2	4

DATE OF THIS STATEMENT
11 30 70

YOUR BALANCE AS SHOWN
ON PREVIOUS STATEMENT
1,025.00

TOTAL AMOUNT OF
DEPOSITS AND OTHER CREDITS
1,500.00

TOTAL AMOUNT OF
CHECKS AND OTHER DEBITS
1,254.01

BALANCE AS OF THIS
STATEMENT DATE
1,271.15

CODES
CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 801

ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & OTHER CREDITS	DATE	BALANCE
329.11 ✓			11 06	696.11
164.31 ✓			11 09	157.81
366.00 ✓	366.00 ✓		11 17	228.8500
		1,500.00	11 30,	1,271.15

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or
improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and
cancelled vouchers. FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E279

161

W. M. RUFFIN

1970

1-371
260

PAY TO THE ORDER OF

W. M. Ruffin

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201

030055466

0000002000

163

W. M. RUFFIN

1970

1-371
260

PAY TO THE ORDER OF

W. M. Ruffin

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201

030055466

0000002100

CERTIFICATE

NOTICE

The attached item was paid during a preceding month and posted to your account at that time. therefore, the item does not appear on this month's statement.

Form 70A

166

W. M. RUFFIN

1970

1-371
260

PAY TO THE ORDER OF

W. M. Ruffin

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201

030055466

0000038666

164

W. M. RUFFIN

1970

1-371
260

PAY TO THE ORDER OF

W. M. Ruffin

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201

030055466

0000002500

PAY ANY BANK
JAN 17 1968

This image displays a highly textured, high-contrast black and white surface. The background is filled with a dense, repeating pattern of small, dark, wavy lines that create a shimmering, woven appearance. Overlaid on this pattern are several clusters of small, solid black dots, some of which are arranged in faint, grid-like structures. Two prominent, large, solid black circles are positioned near the bottom center of the frame, resembling punch holes or large ink marks. The overall effect is one of extreme contrast and complex, organic-looking texture.

[illegible]

FEB 10 1970
 FOR DEPOSIT
 First Trust Company of Albany
 ALBANY N. Y.
 DEPT. OF STATE
 SECRETARY OF STATE
 STATE OF NEW YORK

E281

W. M. RUFFIN 209

PAY TO THE ORDER OF *City Collector* *Nov 10 1970* 1-371 280
Three Hundred Eighty Six and 93/100 \$368.93 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
 200 MONTAGUE ST. BROOKLYN, N.Y. 11201

William M. Ruffin

00260 0371 030055466 0000036893

W. M. RUFFIN 213

PAY TO THE ORDER OF *Mr. J. Schum* *Nov 9 1970* 1-371 280
Three Hundred Eighty Six and 66/100 \$386.66 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
 200 MONTAGUE ST. BROOKLYN, N.Y. 11201

William M. Ruffin

00260 0371 030055466 0000038666

W. M. RUFFIN 215

PAY TO THE ORDER OF *First National City Bank* *Nov 8 1970* 1-371 280
One Hundred Sixty Nine and 37/100 \$169.37 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
 200 MONTAGUE ST. BROOKLYN, N.Y. 11201

William M. Ruffin

00260 0371 030055466 0000016937

[illegible]

Signed at 22nd St. N.Y.
100 Bedford St., N.Y.
Seymour
W. Bant
Nathaniel Bant

RECEIVED
FBI
JAN 10 1964
FBI
JAN 10 1964

E283

Kings Lafayette Bank

DATE OF LAST
STATEMENT
07 31

NUMBER OF DEPOSITS-CREDITS	DEPOSITS ITEMS	NUMBER OF CHECKS-DEBITS
		5

DATE OF THIS STATEMENT
08 31 70

YOUR BALANCE AS SHOWN
ON PREVIOUS STATEMENT
2,747.89

TOTAL AMOUNT OF
DEPOSITS AND OTHER CREDITS
6.00

TOTAL AMOUNT OF
CHECKS AND OTHER DEBITS
1,375.59

BALANCE AS OF THIS
STATEMENT DATE
1,372.30

CODES
CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

**WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238**

PAGE #01

ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
386.66 ✓		08 03	2,361.23
180.00 ✓		08 06	2,181.23
200.00 CC ✓		08 21	1,981.23
368.93 ✓		08 27	1,612.30
240.00 ✓		08 28	1,372.30

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and cancelled vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E284

201
W. M. RUFFIN
Sept 1 1920
1-371
260
DOLLARS
KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201
0260-0371-030055466-0000003500

202
W. M. RUFFIN
Sept 2 1920
1-371
260
DOLLARS
KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201
0260-0371-030055466-0000006937

203
W. M. RUFFIN
Sept 2 1920
1-371
260
DOLLARS
KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201
0260-0371-030055466-0000003866

206
W. M. RUFFIN
Sept 7 1920
1-371
260
DOLLARS
KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201
0260-0371-030055466-0000004000

207
W. M. RUFFIN
Sept 11 1920
1-371
260
DOLLARS
KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N. Y. 11201
0260-0371-030055466-0000005000

E285

PAY TO THE ORDER OF
THE CITY OF NEW YORK
NEW YORK, N.Y.

PAY TO THE ORDER OF
O. NEW YORK

NEW YORK, N.Y.
1-30 NEW YORK

NEW YORK, N.Y.
1-30 NEW YORK

John J. [illegible]
100 E. 42nd St. New York 17, N.Y.

NOTE TO PEOPLE
100 E. 42nd St. New York 17, N.Y.

NEW YORK, N.Y.
1-30 NEW YORK

21 SEP

O. THE CHIEF
N.Y.

E286

Kings Lafayette Bank

DATE OF LAST
STATEMENT
08 31

NUMBER OF DEPOSITS, CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS, DEBITS
1	2	6

DATE OF THIS STATEMENT
09 30 70

YOUR BALANCE AS SHOWN
ON PREVIOUS STATEMENT
1,372.30

TOTAL AMOUNT OF
DEPOSITS AND OTHER CREDITS
1,000.00

TOTAL AMOUNT OF
CHECKS AND OTHER DEBITS
1,410.74

BALANCE AS OF THIS
STATEMENT DATE
961.56

CODES
CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE 801
ACCOUNT NUMBER

030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
35.00 ✓		09 03	1,337.30
329.71 ✓		09 04	1,007.59
169.37 ✓	1,000.00	09 10	1,838.22
386.61 ✓		09 14	1,451.56
450.00 ✓		09 22	1,001.56
40.00 ✓		09 28	961.56

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE

The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The Bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and cancelled vouchers.

FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

E287

Ruffin Check # 214

329.71

11-4-70

Payable to Kings County Tof Fund

W. M. RUFFIN 210

Oct 10 1970 329.71

PAY TO THE ORDER OF *Kings County Tof Fund* \$329.71

Three Hundred Twenty Nine and 71/100 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

William M. Ruffin

⑆0260⑉037⑆⑆ 030055466⑈ ⑈0000038666⑈

W. M. RUFFIN 212

OCT 16 1970 319.32

PAY TO THE ORDER OF *Kings County Tof Fund* \$319.32

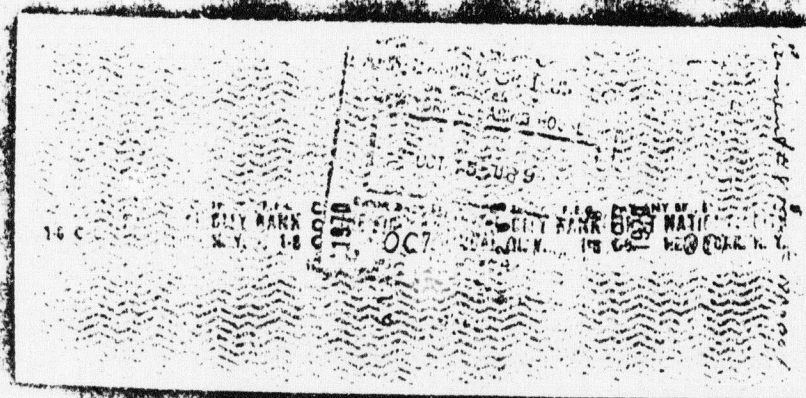
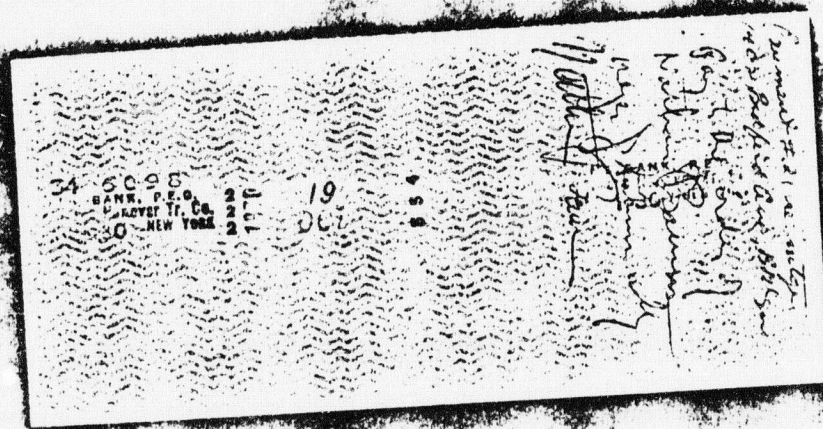
Three Hundred Nineteen and 32/100 DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

William M. Ruffin

⑆0260⑉037⑆⑆ 030055466⑈ ⑈0000046937⑈

E288



E289

Kings Lafayette Bank

DATE OF LAST
STATEMENT
09 30

NUMBER OF DEPOSITS, CREDITS	DEPOSITS ITEMS	NUMBER OF CHECKS, DEBITS
1	2	4

DATE OF THIS STATEMENT
10 30 70

YOUR BALANCE AS SHOWN
ON PREVIOUS STATEMENT
961.56

TOTAL AMOUNT OF
DEPOSITS AND OTHER CREDITS
1,000.00

TOTAL AMOUNT OF
CHECKS AND OTHER DEBITS
935.74

BALANCE AS OF THIS
STATEMENT DATE
1,025.82

CODES
CM - CREDIT MEMO
DM - DEBIT MEMO
LS - LIST OF CHECKS
RT - RETURN ITEM
SC - SERVICE CHARGE
CC - CERTIFIED CHECK

WILLIAM M HUFFIN
21 IRVING PL
BKLYN N Y 11238

PAGE #01

ACCOUNT NUMBER
030055466

NOTIFY US OF ANY
CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
50.00 ✓	1,000.00	10 06	1,961.56
329.71 ✓		10 08	1,911.56
169.31 ✓		10 14	1,581.85
386.66 ✓		10 16	1,412.48
		10 20	1,025.82

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
The maintenance of this account is subject to the provisions of the N. Y. Uniform Commercial Code. The bank disclaims responsibility for any error in, or improper charge to the account as rendered unless informed in writing of it within fourteen days of the delivery, mailing or availability of any statement and cancelled vouchers.
FOR YOUR CONVENIENCE A RECONCILIATION FORM IS PRINTED ON REVERSE SIDE

Missing Months

Jan.

FEB

~~JULY~~

AUG

DEC

71

E290

E291

Kings Lafayette Bank

Date Of Last
Statement
10/29/71

Date Of This
Statement
11/30/71

Account Number
030055466

WILLIAM M RUFFIN
21 IRVING PL
BKLYN N Y 11238

Page Number

1

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS			DEPOSITS & Other CREDITS	DAY
25.00 ✓				5
22.77 ✓	25.00 ✓	125.89 ✓		9
329.71 ✓				10
67.29 ✓	100.00 ✓			11
169.37 ✓			8,029.44	16
1,000.00 ✓				29

Your Balance As Shown
On Previous Statement

1,044.13

Total Amount Of
Deposits And
Other Credits

8029.44

Total Amount Of
Checks And
Other Debits

1865.03

Balance As Of This
Statement Date

7,208.54

CODES: CM- CREDIT MEMO
SC- SERVICE CHARGE
DM- DEBIT MEMO

RT- RETURN ITEM
CC- CERTIFIED CHECK

Number Of
Deposits Credits

Deposited
Items

Number Of
Checks Debits

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

E290

W. M. RUFFIN

310

1971

280

Pay to the order of *William M. Ruffin* \$100.00

One Hundred and 00/100

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

0260 037 030055466 0000100000

W. M. RUFFIN

0005541 281

1971

280

Pay to the order of *William M. Ruffin* \$22.50

Twenty Two and 50/100

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

0260 037 030055466 0000002500

W. M. RUFFIN

304

1971

280

Pay to the order of *Equitable Blue Print & Photo Co.* \$22.77

Twenty Two and 77/100

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

0260 037 030055466 0000002277

W. M. RUFFIN

305

1971

280

Pay to the order of *Equitable Blue Print & Photo Co.* \$25.84

Two Hundred Fifty Eight and 84/100

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

0260 037 030055466 0000002584

W. M. RUFFIN

307

1971

280

Pay to the order of *First National City Bank* \$18.57

One Hundred Eight Five and 57/100

DOLLARS

KINGS COUNTY LAFAYETTE TRUST COMPANY
200 MONTAGUE ST. BROOKLYN, N.Y. 11201

0260 037 030055466 0000001857

E293

NOV 26

7 26 71313 6911

107 ADVISOR N. 1.7

FIRST NATIONAL CITY BANK
City of New York
Unapplied Rentance
6011538

PAID TO THE ORDER OF
CITY OF NEW YORK
6011538

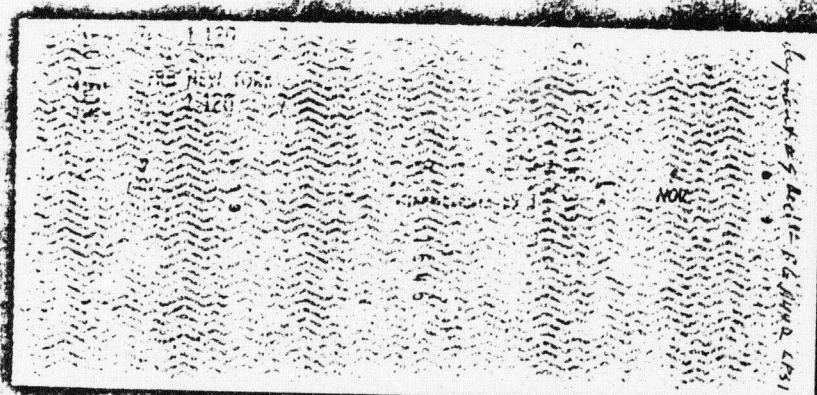
PAID TO THE ORDER OF
CITY OF NEW YORK
6011538

FIRST NATIONAL CITY
NEW YORK, N. Y.

E294

W. M. RUFFIN		369
Nov 6 1921		1-371 260
PAY TO THE ORDER OF	Ford Motor Credit Company	\$662.29
J. L. Ruffin		DOLLARS
KINGS COUNTY LAFAYETTE TRUST COMPANY 200 MONTAGUE ST. BROOKLYN, N. Y. 11201		
William M. Ruffin		
⑆0260⑆0374⑆	030055466⑆	⑆0000006729⑆

E295



E296

Kings Lafayette Bank



Date Of Last Statement
9/30/71

Date Of This Statement
10/29/71

Account Number
030055466

Page Number
1

WILLIAM H RUFFIN
21 IRVING PL
BKLYN N Y 11238

PLEASE NOTIFY US OF ANY CHANGE OF ADDRESS

CHECKS AND OTHER DEBITS		DEPOSITS & Other CREDITS	DAY
32.06 ✓			15
67.29 ✓	329.71 ✓		18
169.37 ✓		✓ 1,000.00	20
68.00 ✓	120.00 ✓		26
250.55 ✓			27
			28

Auto transfer
100
25
125

1044.13
185.00
919.13

Your Balance As Shown On Previous Statement 1,081.11	Total Amount Of Deposits And Other Credits 1,000.00	Total Amount Of Checks And Other Debits 1,036.02	Balance As Of This Statement Date 1,044.13
CM- CREDIT MEMO	RT- RETURN ITEM	Number Of Deposits-Credits 1	Deposited Items 2
SC- SERVICE CHARGE	CC- CERTIFIED CHECK	Number Of Checks-Debits 7	
DM- DEBIT MEMO			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND RECONCILIATION FORM.

E297

W. M. RUFFIN 296

Oct 1 1921 1-371
260

PAY TO THE ORDER OF *Equitable Building and Loan Association* \$552.00
Five Hundred and 52/100 DOLLARS

KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N. Y. 11201

William M. Ruffin

⑆0260⑆037⑆⑆030055466⑆ ⑆0000003206⑆

W. M. RUFFIN 296

Oct 6 1921 1-371
260

PAY TO THE ORDER OF *First National City Bank* \$169.51
One Hundred and 51/100 DOLLARS

KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N. Y. 11201

William M. Ruffin

⑆0260⑆037⑆⑆030055466⑆ ⑆0000016937⑆

W. M. RUFFIN 298

Oct 6 1921 1-371
260

PAY TO THE ORDER OF *First National City Bank* \$22.32
Twenty and 32/100 DOLLARS

KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N. Y. 11201

William M. Ruffin

⑆0260⑆037⑆⑆030055466⑆ ⑆0000006729⑆

W. M. RUFFIN 299

Oct 21 1921 1-371
260

PAY TO THE ORDER OF *Warren* \$180.00
One Hundred and 00/100 DOLLARS

KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N. Y. 11201

William M. Ruffin

⑆0260⑆037⑆⑆030055466⑆ ⑆0000012000⑆

W. M. RUFFIN 300

Oct 21 1921 1-371
260

PAY TO THE ORDER OF *Cash* \$68.00
Sixty Eight and 00/100 DOLLARS

KINGS COUNTY LAFAYETTE
TRUST COMPANY
200 MONTAGUE ST. BROOKLYN N. Y. 11201

William M. Ruffin

PAY TO THE ORDER OF
COMMERCIAL BANK N. A.
EQUITABLE BLUEPRINT &
PHOTOGRAPH CO., INC.
001-1-0902-1

46 BANKERS TRUST CO. 46

2538 PAY TO THE OR.
ANY BANK
BANKER OR T
FRESH ENDORSEMENT
OCT 26 1971
FR

E299

W. M. RUPPIN 301

Oct 26 1971 1-971
250

PAY TO THE ORDER OF *W. Construction Corp.* \$ 230.55
Two Hundred Fifty and 11/100 DOLLARS

KC KINGS COUNTY LAFAYETTE
TRUST COMPANY
800 MONTAGUE ST. BROOKLYN, N. Y. 11201

William M. Ruffin

⑆0260⑉0371⑆ 030055466⑈ ⑈0000025055⑈

E300

Handing and Lining of
142. Redford Ave. 200 ft.
Inscribed 9 Aug 20 1946
by and from August 1946
5. 142 to 141 200 ft. 8
Lins Lathery Black 00
12 CONSTRUCTION CO. INC.
12 CONSTRUCTION CO. INC.
12 CONSTRUCTION CO. INC.
12 CONSTRUCTION CO. INC.

COURT OF APPEALS
SECOND CIRCUIT

UNITED STATES OF AMERICA,
Appellee,

- against -

WILLIAM M. RUFFIN,
Defendant-Appellant.
On Appeal from a Judgment of Conviction of the
United States District Court for the Southern Dist. of
New York.

Index No.

Affidavit of Personal Service

STATE OF NEW YORK, COUNTY OF

ss.:

I, Reuben A. Shearer, being duly sworn, depose and say that deponent is not a party to the action,
is over 18 years of age and resides at 211 West 144th Street, New York, New York 10030.

That on the 3rd day of June, 1977 at ~~100 St. Andrews Plaza~~
~~New York, N.Y.~~ ^{125 Cadman Plaza} ~~New York, N.Y.~~
deponent served the annexed ^{BRKLYN N.Y.} upon
~~U.S. Atty So. Dist.~~
~~Robert Fiske~~

the in this action by delivering a true copy thereof to said individual
personally. Deponent knew the person so served to be the person mentioned and described in said
papers as the herein,

Sworn to before me, this 3rd
day of June, 1977

Reuben A. Shearer
Reuben A. Shearer

ROBERT T. DRIN
NOTARY PUBLIC, State of New York
No. 31 0418000
Qualified in New York County
Commission Expires March 30, 1979